



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Acting Director
Parks and Recreation Department

DATE: June 16, 1992

SUBJECT: Construction of single slip boat dock, at 801 River Road
File # SP-92-0122DS

A request has been received from Spillar Boat Docks, on behalf of David Meyerhofer, to construct a single-slip boat dock with deck over, at 801 River Road.

Parks and Recreation Department staff have reviewed the project, and the site plans meet the requirements of Article VI, Division 4, Part E (Requirements for the Construction Of Boat Docks) of the Land Development Code (including all amendments).

Recommendation

I recommend approval of the request to construct a single-slip boat dock with deck over at 801 River Road, in accordance with Site Plan # SP-92-0122DS, subject to the condition listed below:

1. The navigation light must be provided on the upstream corner of the boat dock to face approaching watercraft in accordance with Section 13-2-793(b)(1).

If I can provide you with any additional information, please let me know.

Michael J. Heitz, AIA, Acting Director
Parks and Recreation Department

D I S T R I B U T I O N M E M O R A N D U M 29-MAY-1992

TO: COMMENT DUE DATE: 8-JUN-1992
FROM: SITE PLAN REVIEW DIVISION/PLANNING DEPT
SUBJECT: DEVELOPMENT PERMIT ONLY SP-92-0122DS

PROJECT: DAVID MEYERHOFER BOAT DOCK

801 RIVER RD

CASE MANAGER: OSKOUIPOUR, JAVAD 499-2639

APPLICATION DATE: 29-MAY-1992

ZIP: 78734 LIM. PURPOSE
WATERSHED: Lake Austin RURAL WATER SUPPLY

OWNER: MEYERHOFER, DAVID (512)443-7911
1404 A SUMMERCREEK DRIVE AUSTIN, TX 78704
CONTACT: DAVID MEYERHOFER
AGENT: ROYCE E. REYNOLDS (512)452-6514
RT. 3, BOX 937 SPICEWOOD, TX 78669
CONTACT: ROYCE

SITE PLAN AREA: 0.861 ACRES (37500 SQ FT)
UTILITY OR STORM SEWER LENGTH: 0 LINEAR FEET

EXISTING ZONING:
EXISTING USE:

TRACT	ACRES/SQ FT	PROPOSED USE
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RELATED CASE NUMBERS (IF ANY):

OTHER PROVISIONS:
QUALIFIES AS A SMALL PROJECT
TIA IS NOT REQUIRED
FEE RECEIPT #: 1103343

SUBD NAME: HORSESHORE BEND ESTATES
BLOCK/LOT: LOT 8
PLAT BOOK/PAGE: BOOK 7, PAGE 147

VARIANCES/WAIVERS, BONUSES:

** REVIEWERS - PLEASE USE NEW COMMENTS TRACKING SYSTEM **

Spillar Boat Dock & Boat Lifts

Rt. 3, Box 937

Spicewood, Texas 78669

(512) 264-1774

May 29, 1992

Director Of Parks And Recreation Dept.

Owner : David Meyerhofer
1404 A Summercreek Drive
Austin, Texas 78704

Project Address :
801 River Road
Lot 8
Horseshoe Bend Estates
Austin, Texas Travis, County
Recorded April 2, 1956
Plat Bk. 7 Page 147

We hereby propose the construction of a single slip, single family boat dock at 801 River Road, Austin, Texas for the owner David Meyerhofer.

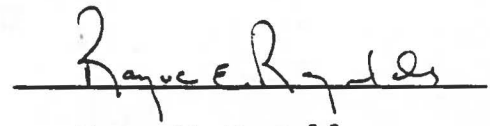
When approved with all City Of Austin Permits in place, Construction to begin on or about July 1, 1992. Construction to follow all regulations and inspections required of Lake Austin, City Of Austin boat dock construction.

There is no intent to gain shoreline or affect navigation or recreation.

All materials used on this project to meet City Of Austin Code.

Electrial to City Of Austin Code.

Thank you,



Royce E. Reynolds
Phone 452-6514

Spillar Boat Dock & Boat Lifts

Rt. 3, Box 937

Spicewood, Texas 78669

(512) 264-1774

May 29, 1992

Stie Development Summary Letter

Single Family, Single Slip Boat Dock with no shoreline modifications, alterations
Lake Austin Watershed

There is on intent to gain shorelin or to affect navagation or recreation.

There are no trees in aera of construction.

Proposed project to have no affect on the natural, traditional character of
the land or waterways.

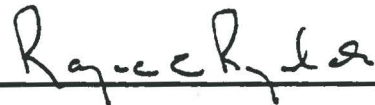
Construction to begin on or around July 1, 1992, once all City Of Austin
required Permits are in place.

All materials to meet City Of Austin requirments and Sedimentation/Erosion.

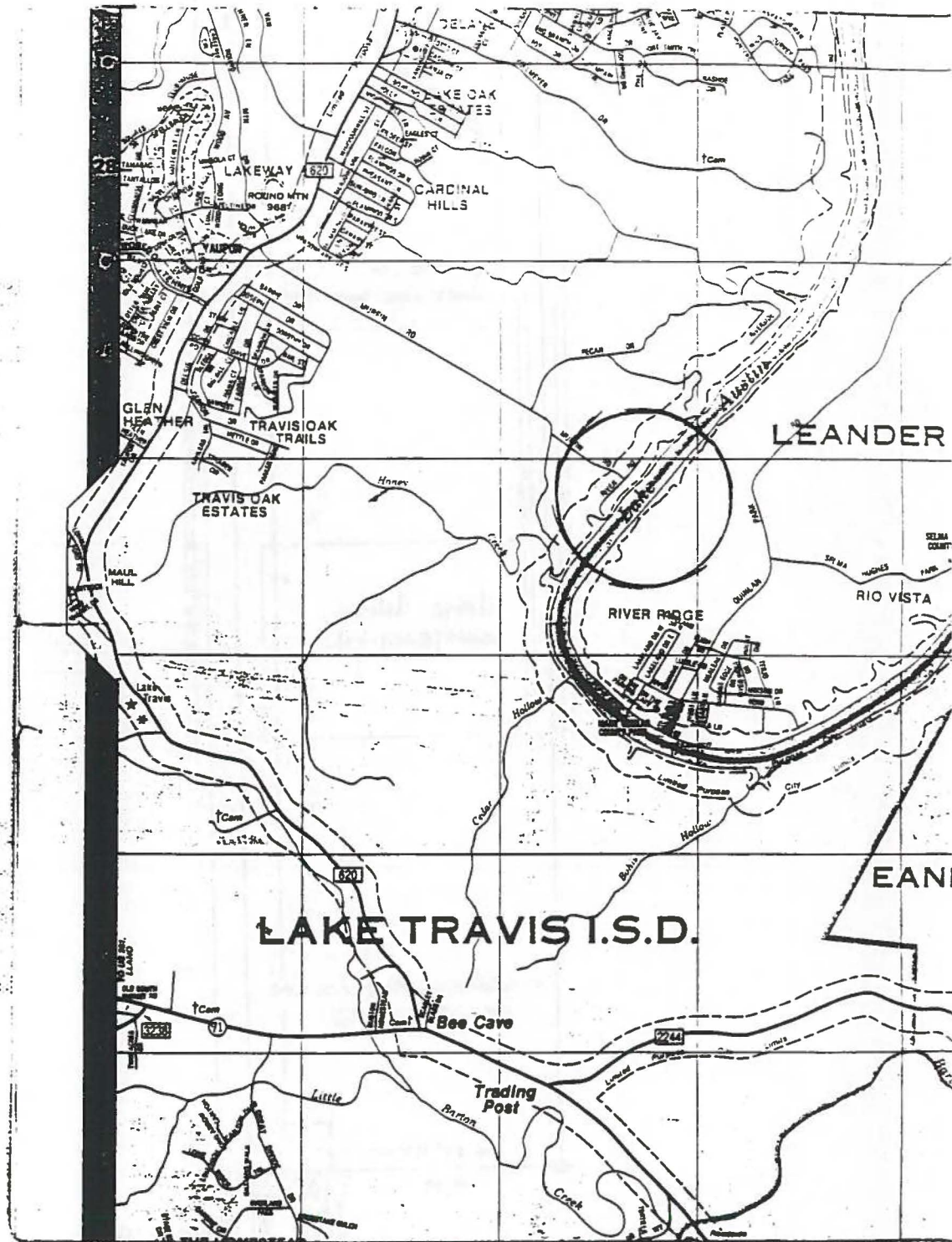
Construction to follow plans submitted for the David Meyerhofer Boat Dock
and meet all Dementions, Specifications and Notes for said project.

If I may assest you in anyway please contact me at Royce E. Reynolds 452-6514
or Spillar Boat Dock & BOat Lifts 264-1774.

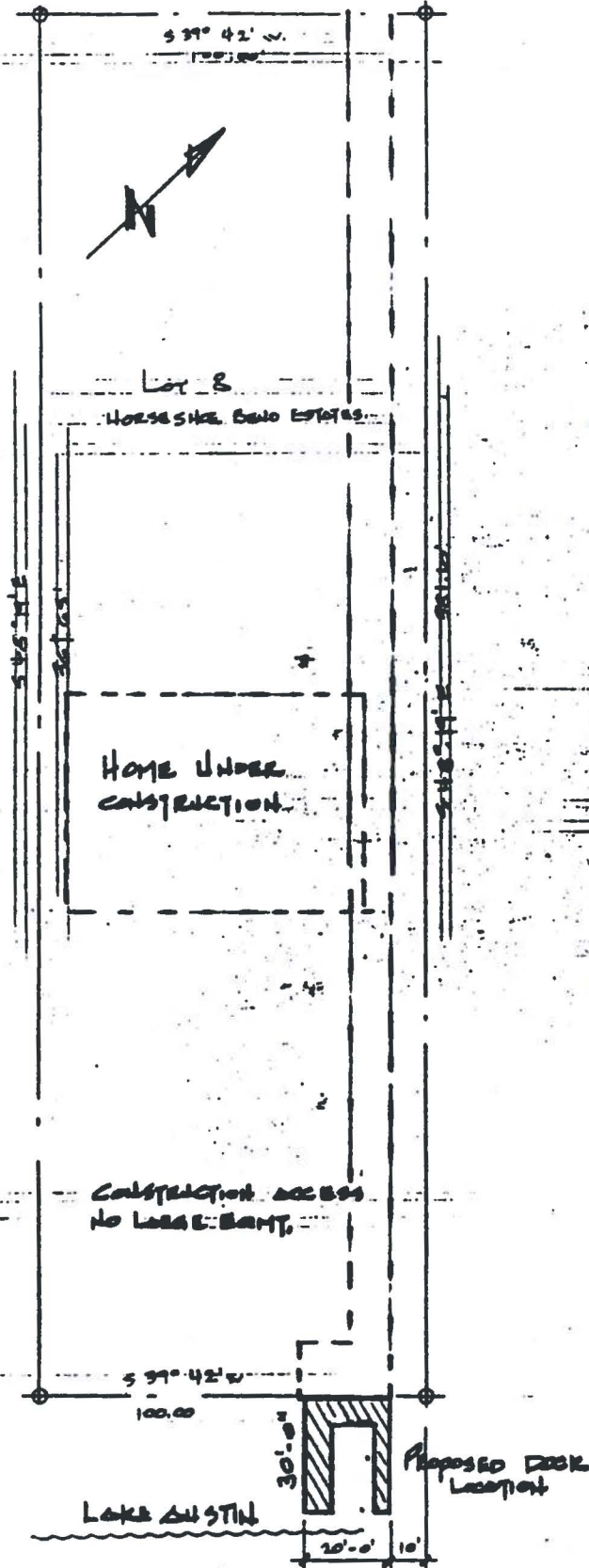
Thank You:

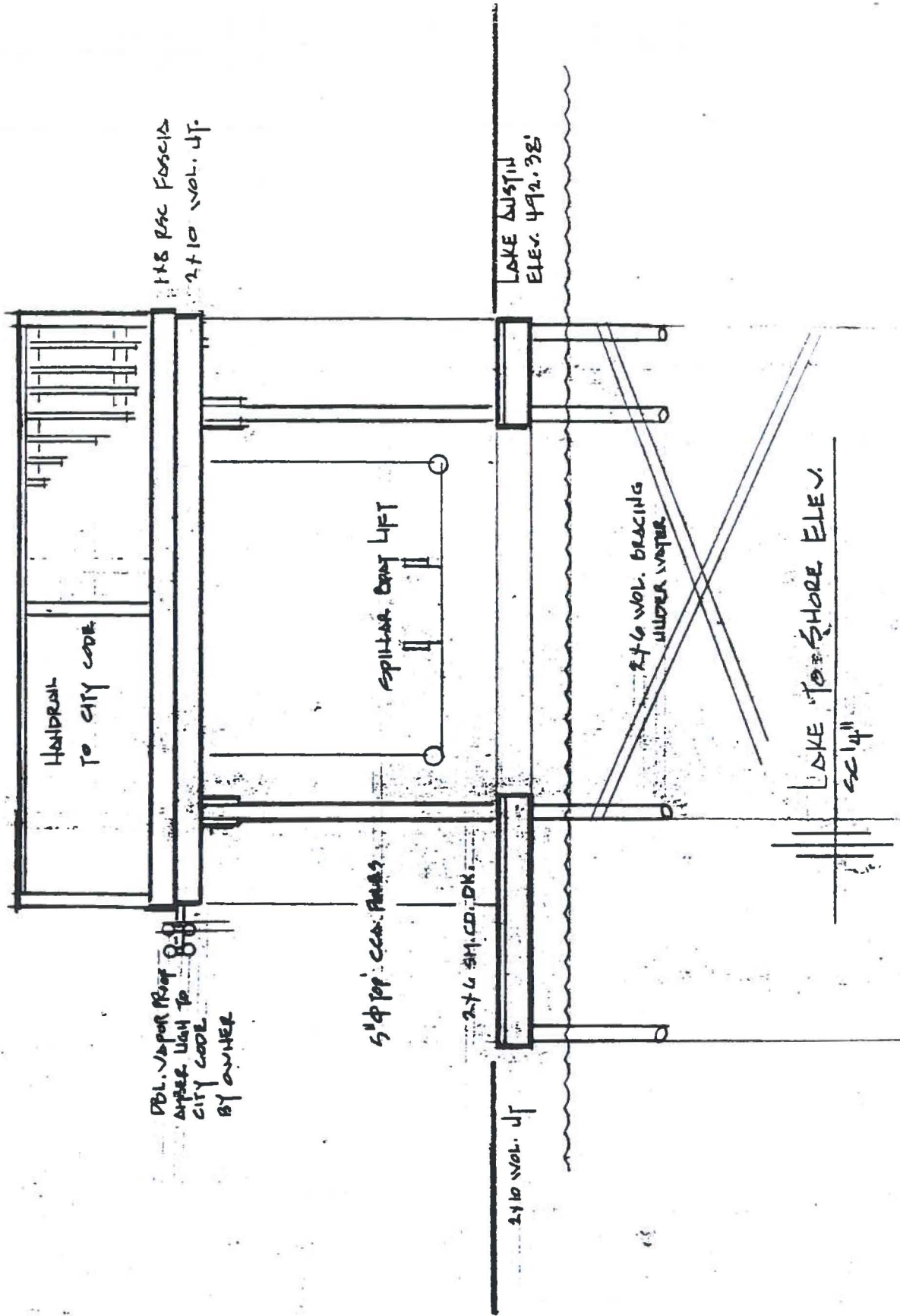


Royce E. Reynolds

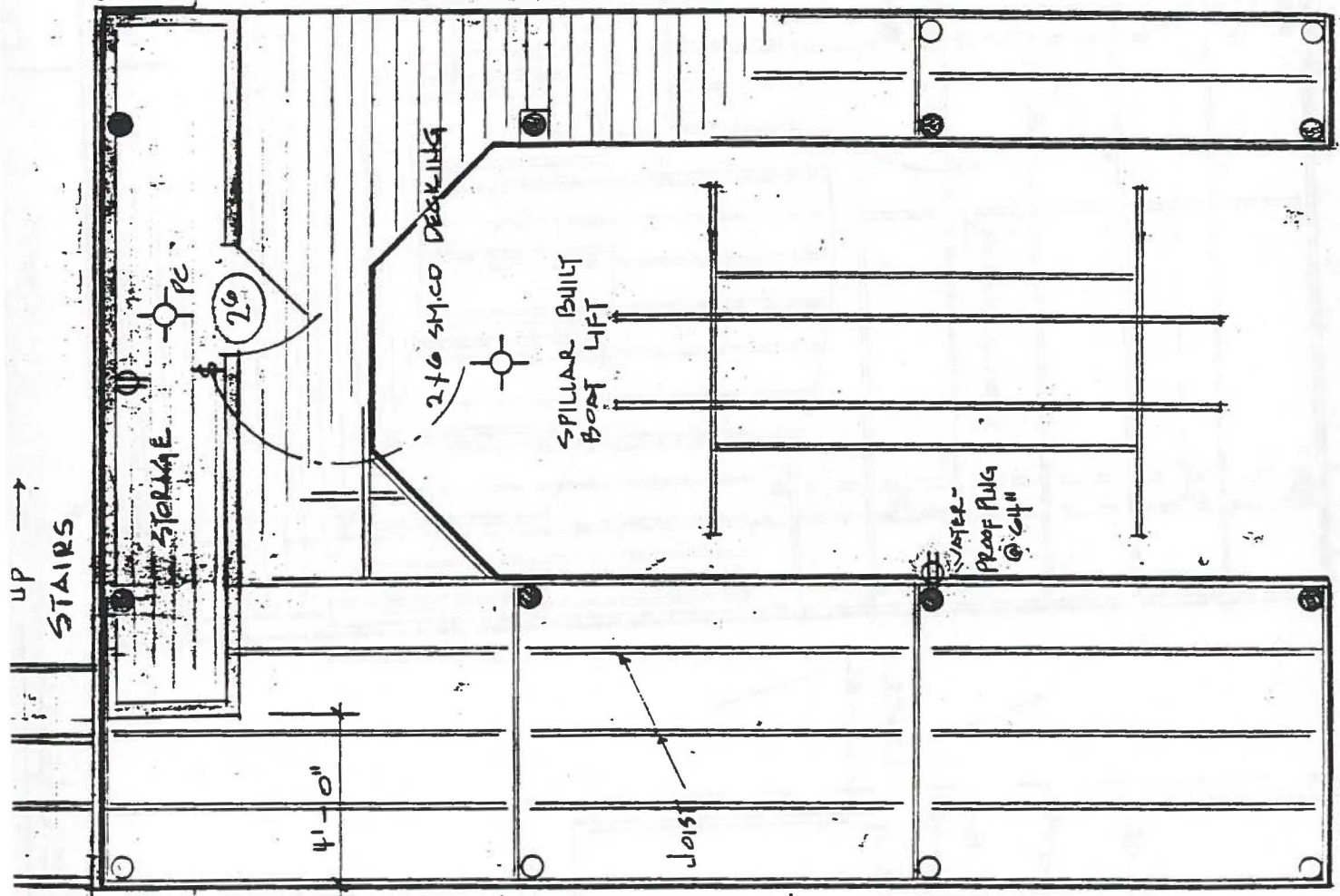


801 RIVER ROAD





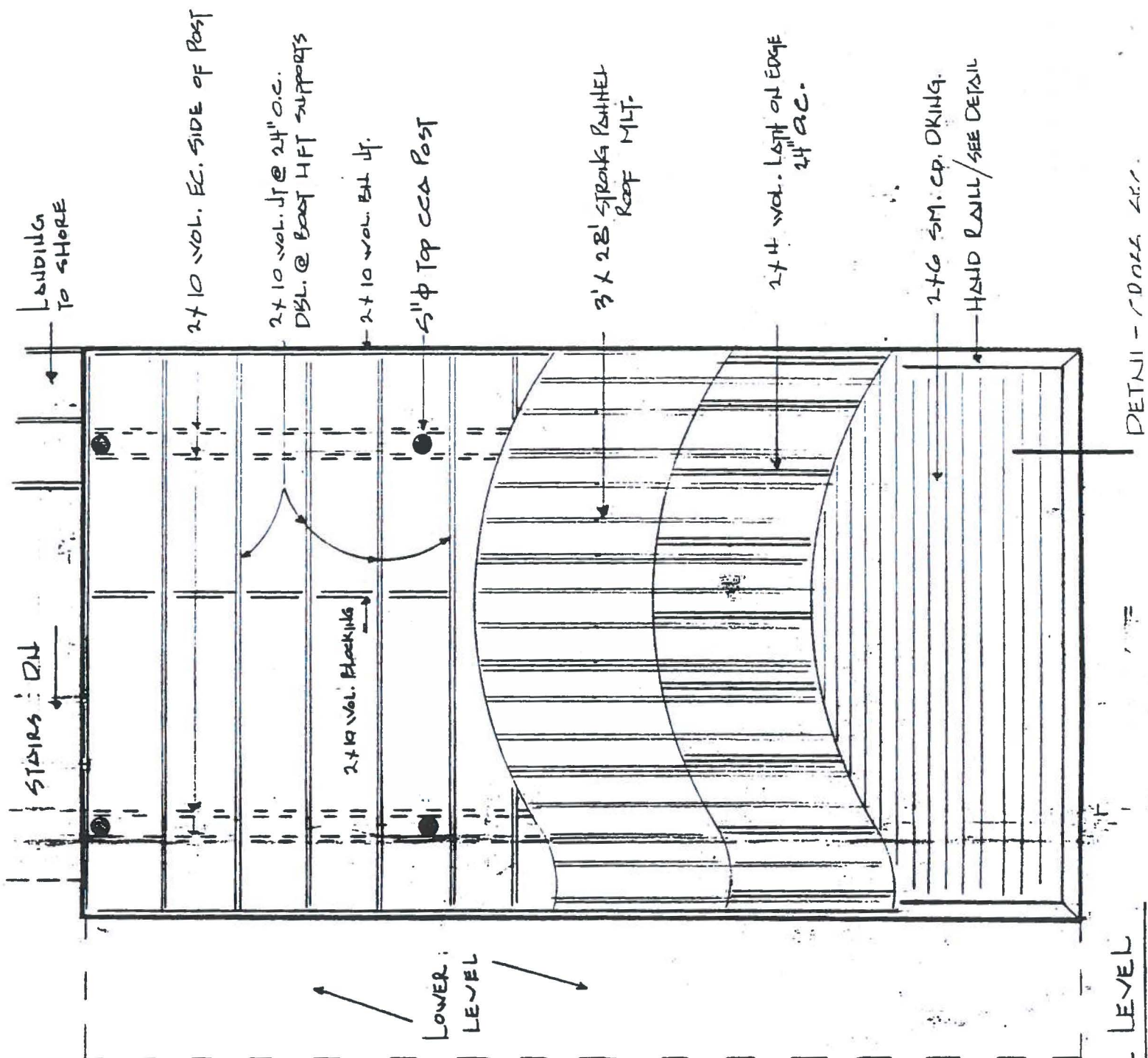
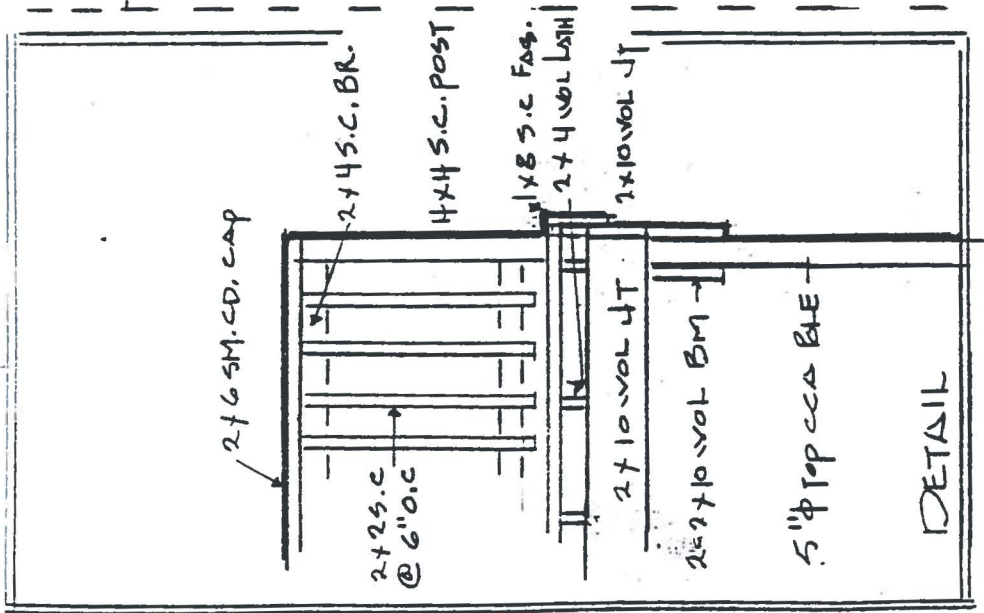
SHORE LINE 2



LOWER LEVEL DECK LAYOUT

SHORE LINE 3

2x8 WOL 4T
2x10 WOL BULF.
5" x 4" TOP CCA POST





MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, AIA, Acting Director
Parks and Recreation Department

DATE: June 16, 1992

SUBJECT: Contract Award for Emma Long Park Wastewater Treatment
System Improvements

The Parks and Recreation Department is recommending award of a contract to Stanley McLaughlin Tractor Works to construct a wastewater treatment system at Emma Long Metropolitan Park.

The existing system was built in the 1940's and was ordered to be shut down by the Austin/Travis County Health Department because of operations failures in early 1991. An attempt to repair the system in June 1991 was not successful. In the interim, wastewater services are being provided by a 20,000 gallon steel holding tank with the wastewater removed by tank trucks in 7,000 gallon loads.

Five local bids were submitted, with Stanley McLaughlin Tractor Works having the lowest bid at \$46,516.41. The contract specifies a construction schedule of sixty (60) calendar days. Funding is included in Capital Improvement Program monies.

Your favorable recommendation of this proposal is requested.

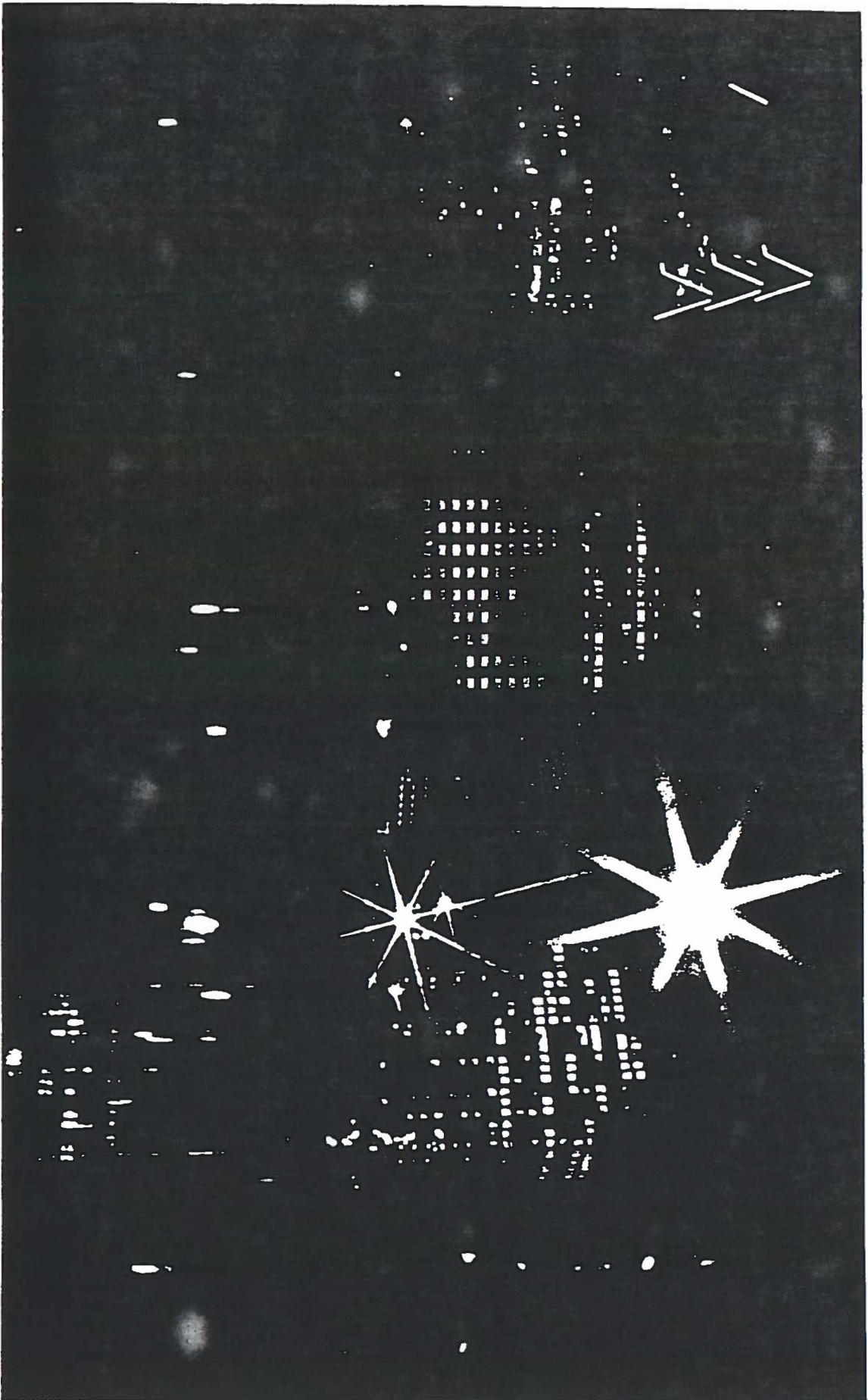
Please let me know if you need additional information.


Michael J. Heitz, AIA, Acting Director
Parks and Recreation Department

A Proposal for an Austin

Downtown Management Organization





Texas Department of Commerce photo

WHAT A DOWNTOWN MANAGEMENT ORGANIZATION CAN DO FOR AUSTIN

Austin's downtown is at a crossroads. The trends reflect a pronounced deterioration of the urban center. At the same time Austin is investing millions of dollars in downtown, including the Convention Center, the improvements on East Sixth Street, Trinity Street and Congress Avenue. If used properly, these and other abundant built and natural assets can create one of the most successful downtowns in Texas. Focused and prudent management of these assets will strengthen the city's economic vitality and quality of life.

The RUDAT Implementation Committee strongly endorses the RUDAT team's most important recommendation — the creation of a Downtown Management Organization (DMO). The needs of Downtown Austin can be addressed most effectively through the coordinated management effort of a DMO. Like other major cities in Texas - Dallas, Houston, San Antonio, Corpus Christi and Fort Worth - Austin has recognized this fact and proposes to establish a DMO. A DMO is a proven approach for promoting growth and revitalization.

The DMO can:

Provide a more systematic and businesslike approach to downtown revitalization;

Act as an advocate for downtown property owners and businesses;

Ensure accountability in planning, funding and implementation of projects and programs;

Produce additional funding to implement high priority projects and programs in downtown;

Approach statutory regulations, rules or constraints with action alternatives that serve local government;

Provide independence to carry out the vision for Downtown Austin.

DMO MISSION STATEMENT

The Downtown Management Organization will provide initiative and leadership by organizing and channelling the energy and resources of the business and professional community and the local public sector to preserve and enhance a vital, growing and attractive Downtown Austin.

The Downtown Management Organization will distinguish Downtown Austin as the seat of state government and as the economic, cultural, and social hub of the region. It will consolidate the strengths of Austin's business and civic leaders and enhance Downtown Austin's image as the regional hub through the encouragement of commercial, retail, residential, and entertainment growth.

D M O O R G A N I Z A T I O N

Membership ➤ Bylaws ➤

Board of Directors ➤

Organizational Policy ➤

Elected Officers

Committee Chairs

Procedural Policy ➤

DMO Manager



Professional Staff



clerical staff

FLOW OF AUTHORITY

The Downtown Management Organization will be a member driven organization guided by a Board of Directors and managed by a professional staff.

MEMBERSHIP

Once a Public Improvement District (see Finance) is in place, DMO membership will be automatic for all property owners assessed in the district. In addition, other businesses and individuals who pay voluntary dues may also become members of the DMO. The dues structure will be established by the Board of Directors.

BOARD OF DIRECTORS

The members of the Board of Directors (BOD) are elected representatives of the DMO's general membership and have ultimate responsibility for all DMO operations. In this capacity, the BOD shall formulate and review various policies, proposed actions, programs and projects which serve the best interest of the DMO and the community.

FINANCE

A Public Improvement District (PID) is proposed as a means for the Downtown Austin Community to provide adequate and equitable funds for quality of life improvements, and planning and marketing of the downtown beyond the level presently provided by the public and private sectors. The PID's funds will be raised through a levy on

assessed property values within the PID's boundaries. The BOD will include representation of property owners or their agents whose assessed property values total at least 51% of the assessed property values in the PID, as well as other downtown interests. The BOD is accountable to the general membership.

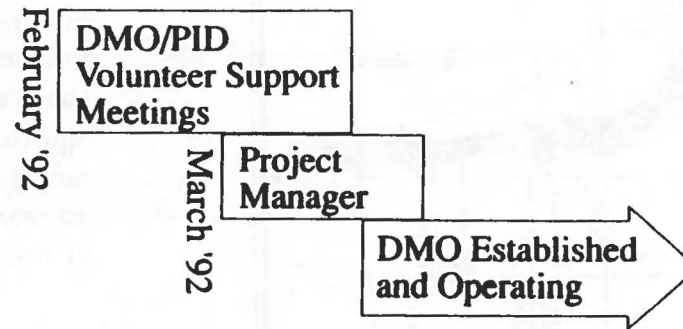
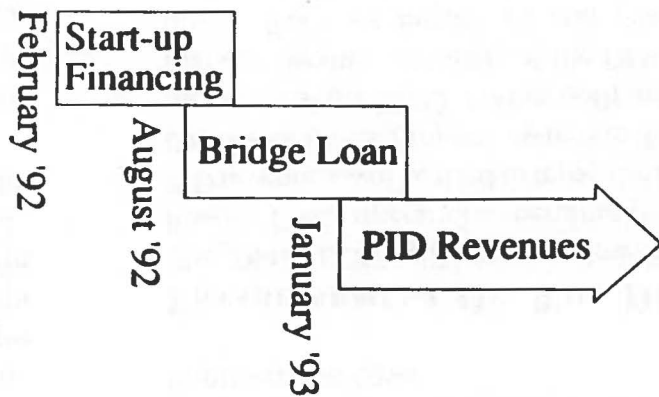
DMO MANAGEMENT

The DMO Manager is responsible for:

- The implementation of the BOD's policies;
- The day to day management of the DMO;
- Direct liaison to public administrators;
- Serving as the DMO's principal spokesperson;
- Reporting to the BOD;
- Serving on the Board of Directors and Executive Committee; and
- Serving as ex-officio member of all committees and subsidiary organizations of the DMO.

In addition to the Manager, the DMO should be staffed at a minimum by two clerical and one professional staff person. The professional staff person will work to implement and coordinate the DMO's programs. As the organization's programs grow, staff should be added as necessary. The average staff size of DMOs across the nation is 5.4 persons.

Implementation



Creation of the PID

FUNDING

A phased funding approach is proposed to implement the startup of the DMO and creation of the PID. Interim financing strategies will be utilized pending creation of the PID. The three phases are Start-up Financing, Bridge Loan and PID general revenues.

CREATION OF THE PID

The first task is to establish the PID as a permanent financing mechanism. This action can be taken through the concentrated effort of current volunteers and a Project Manager hired for this purpose. The estimated cost to hire a Project Manager to take the steps required to establish the PID is \$50,000. The Project Manager will be accountable to the top twenty downtown property owners pending establishment of the DMO Board of Directors. These property owners will be assessed a share of the cost of the Project Manager. The budget to create the PID will pay for such items as:

- Project Manager
- Legal fees
- Public hearings and notices to property owners
- Reproduction Expenses
- Establishment of a service plan

Meetings with the top twenty downtown property owners will secure their commitment to the start-up financing phase of the project. The top twenty property owners owning at least 64% of the assessed property value within the proposed PID boundaries. The property owners will be asked to contribute according to a sliding scale which starts at \$800 for the smaller property owners and goes to \$4,400 for the largest property owner. The sliding scale will produce \$50,000 if all owners agree to support this initiative. The one time seed money contribution will be credited against the first year's PID assessment.

D

The Project Manager will be tasked with taking all actions necessary to create the PID. To create the PID, a petition must be submitted to the Austin City Council signed by:

- 1) property owners representing more than 50% of the appraised value of taxable real property proposed for the district, and 2) by more than 50% of all owners of property liable for assessment in the proposed PID, or owners of more than 50% of the area of all taxable real property liable for assessment in the PID.

Other actions required include:

- 1) Delineation of the PID boundaries;
- 2) Development of the PID service plan (i.e., capital projects and services);
- 3) Recommendation of the assessment rate to the Austin City Council;
- 4) Submission to the Austin City Council of the petition requesting the PID formation;
- 5) Approval of the PID and PID assessment area by the Austin City Council;

It is proposed that the DMO will contract with the City to manage the PID. The DMO must prepare annual five year service plans which define annual indebtedness and project improvement costs.

ESTABLISHMENT OF THE DMO

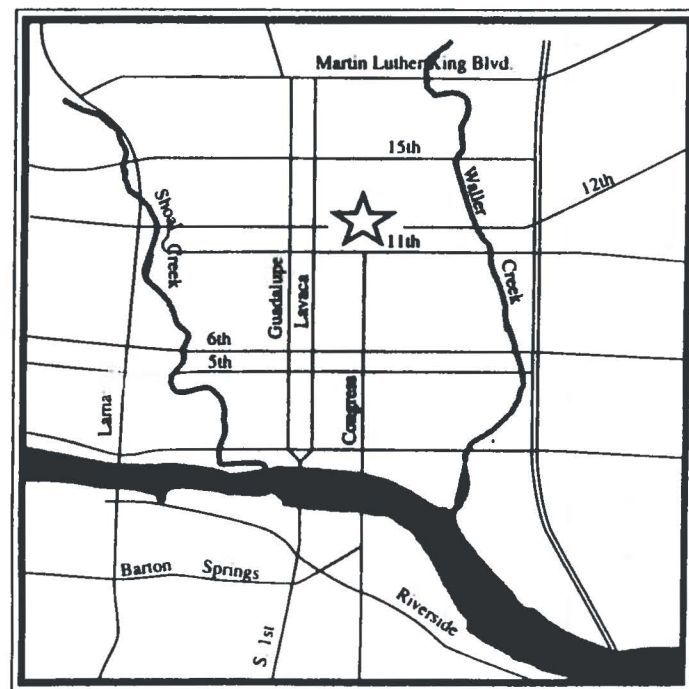
The DMO BOD will obtain a low-interest bridge loan to finance DMO operations pending receipt of PID revenues. PID revenues will be used to repay the loan and finance future DMO operations. Property owners in the PID are automatically members of the DMO. Parties both inside and outside of the PID can become members of the DMO through payment of dues. Dues for businesses and residents in the PID are established by a sliding scale based on the type and size of the business. Dues for businesses and persons interested in

downtown but located outside of the PID will also be established.

The R/UDAT team recommended that Austin's DMO begin with a minimum \$350,000 annual budget for the first five years. Based upon the area depicted in figure 1, which includes approximately 730 million dollars of taxable assessed property value, it is estimated that assessment would fall in the range of 5 -10 cents per 100 dollar valuation.

Duties and responsibilities of the DMO include:

- ☆ Annual development of the work program and monitoring of DMO's progress toward achieving the program's objectives.
- ☆ Approval of an annual budget to finance the work program.
- ☆ Preparation of an annual report of the DMO's accomplishments



PID Map figure 1

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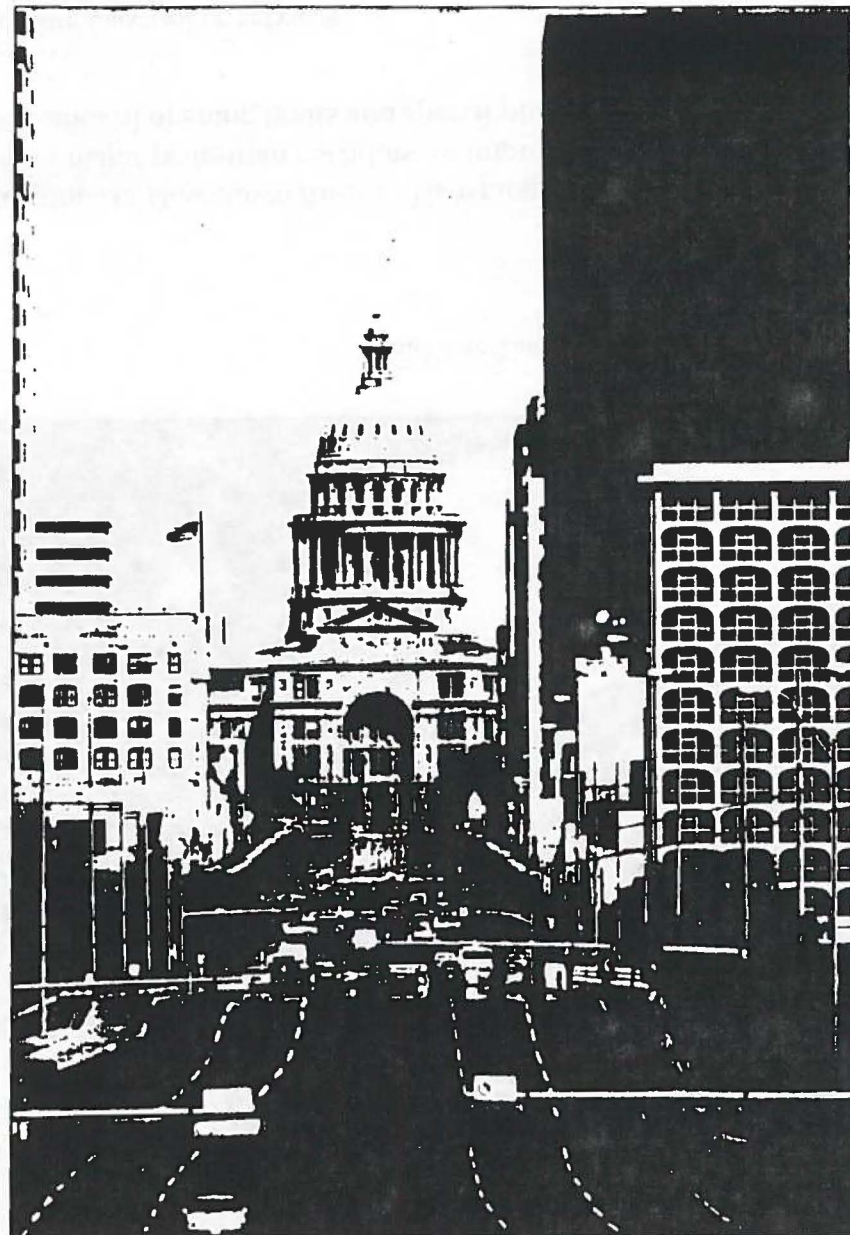
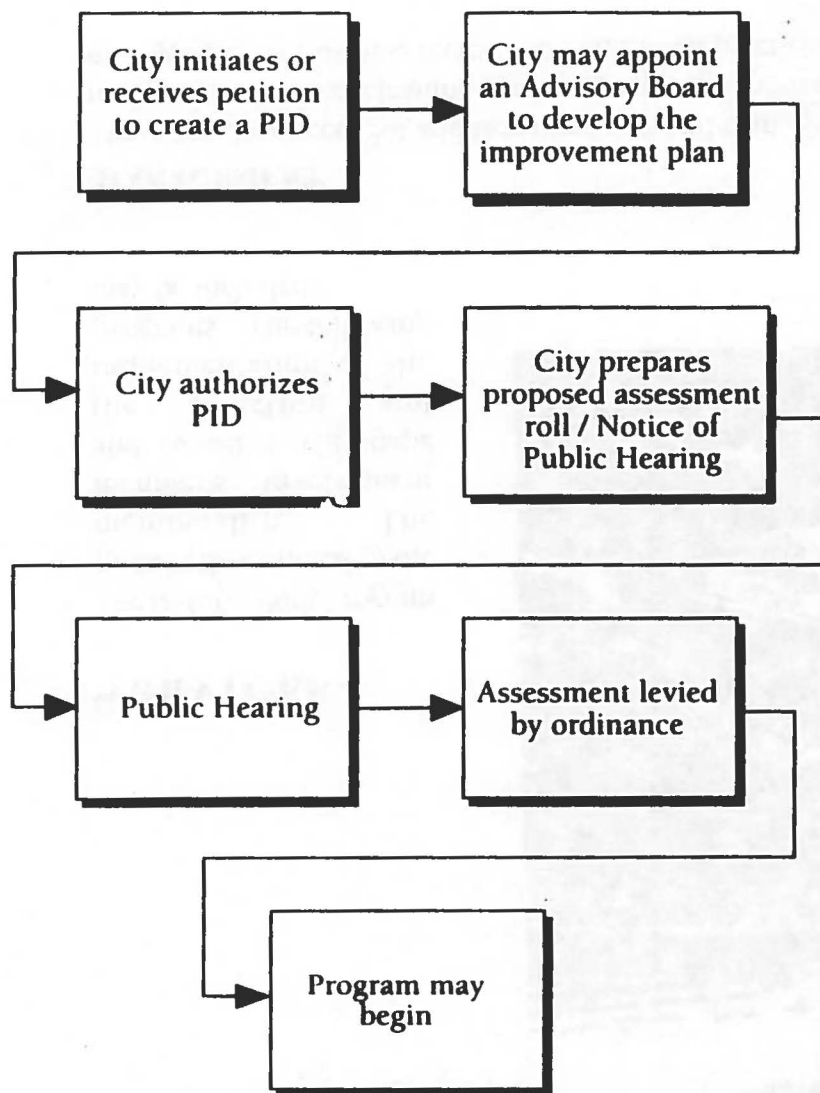
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Texas Department of Commerce photo

SERVICES

The DMO's Work Program must be determined by the membership. The member's involvement and concerns will shape the direction and implementation of the programs. The following may be included:



Austin American - Statesman photo by Jay Goodwin

MANAGEMENT

There are clear needs for additional services and management functions in Downtown Austin. They range from greater police presence, more frequent street cleaning, better signage and more amenities in major pedestrian corridors, to improved services for the homeless, management of business recruitment and retail practices such as standard opening hours and special promotions.

Enhanced safety and security programs to supplement existing City police services.

Provide urban amenities such as public art, landscaping and street furniture to make downtown an attractive destination.

Create pedestrian linkages to improve street amenities and creek access.

Advocate downtown interests at City, State and Federal levels.



Austin American - Statesman photo by Taylor Johnson

HUMAN RESOURCES

The problem of the homeless and transients in Austin is one shared by all other major cities in the country. The problem is compounded in Austin because the locations of the agencies providing services and the areas of high pedestrian/tourism activity are the same. Needed services are:

- The creation and implementation of a strategy to address the homeless, transient and gang problems in the downtown area.
- Specific, focused work toward an improved coexistence between downtown businesses and community service organizations located in the downtown area.

MARKETING

The time is long past when even exemplary downtowns could take their success for granted. A year-round marketing program and schedule of promotions and special events is essential if the downtown is to compete successfully for new businesses, tourists and conventioners, and the affection and patronage of its hometown residents. Marketing recommendations include:

- Actively recruit businesses and residents to locate downtown, using tax incentives when appropriate.
- Develop and implement a retail marketing strategy to retain and enhance shopping opportunities.
- Work with the Austin Convention and Visitors Bureau to attract conventions to Austin and work to provide visitors with entertainment and shopping opportunities in the downtown area.
- Market the downtown to the community and nation as a desirable destination for work, shopping, entertainment and tourism.
- Assist and encourage the location of festivals and special events in the downtown area.

ECONOMIC DEVELOPMENT

A thriving downtown will benefit all sectors of the Austin economy. It will improve our tax base and our ability to plan by helping maintain a compact city. The economic development of downtown can be shared with persons from a diversity of backgrounds and interests. Economic development strategies include:

- Develop a strategy to aid small businesses and women and minority owned businesses to locate in the downtown area.
- Increase the amount of residential development in and near downtown.
- Improve the linkages between the downtown and its neighbors, especially East Austin.
- Attract new employment opportunities to the downtown area.

TRANSPORTATION

Planning for transportation as a component of the development of an active and vibrant downtown must begin with the premise that "streets are for people." The focus must shift from how to get people efficiently across town, to how can we encourage people to stop, shop, and spend time downtown. Transportation planning elements include:

- Create a pedestrian-friendly downtown through the maximum use of two-way streets.
- Improve transportation within the downtown through better and more efficient mass transportation.
- Maximize the efficiency of ingress and egress from downtown via public transit and private vehicles.

WHERE DO WE GO FROM HERE

We may either design our destiny or our destiny shall be designed for us.

It is vital that first phase actions to establish a Downtown Management Organization begin. The commitment of Downtown stakeholders will be necessary for the establishment and success of the Downtown Management Organization. Stakeholders in Downtown Austin are property owners, tenants, retailers, restaurants, businesses, governmental entities, educational institutions, residents, employees, customers and many, many others. Their leadership, support and cooperation will ensure the future success of downtown.

Stakeholders will be requested to underwrite the PID Project Manager. These contributions, as mentioned earlier, will be applied as credits to future PID assessments.

Downtown property owners will be briefed individually to garner support for the PID petition as well as the underwriting of the Project Manager. The RUDAT Implementation Committee advocate the funding of many capital projects and services for downtown. These needs go beyond what volunteers and current funding can provide.

You are invited to invest in Austin's future. The future vision for Austin and its heart - downtown, blends the joys of entertainment, restaurants, shops and gardens with business, public offices and housing in an intelligent, sensitive and inspirational way.

Support the establishment of Austin's Downtown Management Organization. Call Thais Austin at the Greater Austin Chamber of Commerce, 322-5638 or José E. Martínez at the City of Austin, 499-6419 today.

18
8

SUPPORTING COMMITTEES

ORGANIZATIONS

American Institute of Architects, Austin Chapter
City of Austin
Greater Austin Chamber of Commerce

DYMO TASK GROUP, R/UT/DAI PARTICIPATIONS COMMITTEE

Lewis Wright, The University of Texas at Austin
Kevin Fleming, Downtown Austin Partners

Nan McRaven, Metrolink

John Scholer, The Scholer Organization

Pete Powers, Fulbright & Jaworski

Bill Redlin, Enbridge

Karin Richmond, Johnson & Johnson

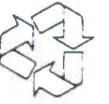
Glenn Weir, Greater Austin Chamber of Commerce

John A. Wonnall, Richardson-Virdessen Piller

STAFF

Jose F. Martinez, City of Austin

Ellen Austin, Greater Austin Chamber of Commerce





MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, Acting Director
Parks and Recreation Department

DATE: June 16, 1992

SUBJECT: Town Lake Park, Zilker Park
South Austin Outfall Relief Main, Phase 2
2.363 ac. Sanitary Sewer Easement
6.147 ac. Temporary Construction Easement

The Department of Public Works, on behalf of the Water and Wastewater Utility, has requested approval of the South Austin Outfall project, Phase 2. Phase 1 of the project, which runs from South First Street at Riverside Drive to the Zachary Scott Theater at Toomey Road, was previously approved by the Board. Construction on this phase of the project is expected to start soon.

Phase 2 of the project will connect with Phase 1, continue through the parking lot parallel with Toomey Road, cross Barton Creek to the soccer fields where it will turn south. From this point the construction will be entirely in tunnel to its termination with the existing sewer line near Barton Springs Pool.

The construction of this line will enable the outfall sewer to operate under gravity and the two lift stations, located at Barton Springs Pool and Zilker Park, to be abandoned and removed.

An information packet describing the project, together with a sketch map and metes and bounds field notes, is attached.

The Parks and Recreation Department has been working with the Public Works Department and the Utility on this project for the last six years to ensure that it will cause minimum disruption to Town Lake Park and Zilker Park.

I have reviewed the project and I am satisfied that there are no feasible and prudent alternatives to this project using parkland and that all reasonable planning to minimize damage to the park has been carried out.

Recommendation

I recommend approval of the easements detailed at (A) below, more accurately described in the attached metes and bounds field notes, subject to the conditions listed at (B).

(A) Easements

1. 2.363 ac. Permanent Sanitary Sewer Easement
2. 6.147 ac. Temporary Construction Easements

(B) Conditions

1. All construction shall comply with the requirements of the "Construction in Parks Guidelines" adopted by the Board, April 1990. Particular attention must be given to providing an 8' high security fence around the workspace and staging areas.
2. The Parks and Recreation Department shall approve a schedule of construction to ensure that conflicts with major park activities, such as Yulefest, softball and soccer, are eliminated or minimized to the greatest extent possible.
3. The Town Lake Hike and Bike Trail shall remain open for use at all times during construction. Alternative routes, that are accessible to the same extent as the existing trail, shall be provided around the areas of construction. These alternative routes shall be approved by the Parks and Recreation Department.
4. Details of the crossing of Barton Creek shall be approved by the City's Environmental and Conservation Services Department and the Parks and Recreation Department.
5. Restoration of the banks of Barton Creek shall incorporate steps, landings, retaining walls and landscaping. The structural components shall be constructed in a style and of materials consistent with the Town Lake Comprehensive Plan and approved by the Parks and Recreation Department.
6. At the commencement of the operation of the gravity sewer the existing lift stations, Barton Creek Lift Station located in the parking lot of Barton Springs Pool and Zilker Lift Station located on the south bank of Barton Creek, shall be abandoned. The lift station equipment and all above ground appurtenances shall be removed and the areas restored to a condition acceptable to the Parks and Recreation Department.

7. After construction, the existing parking lot parallel to Toomey Road shall be reconstructed and resurfaced to specification to be approved by the Parks and Recreation Department.
8. The Softball and T-Ball fields disturbed by construction shall be restored with solid block sodding to a condition acceptable to the Parks and Recreation Department.
9. Construction activity at the upstream connection to the existing 48" stub in the vicinity of the Playscape shall be kept to the minimum necessary to make the connection. Any excavation at this location requires prior approval by the Parks and Recreation Board.
10. Tree replacements, calculated in accordance with the "Construction in Parks Specifications," shall be provided to the approval and satisfaction of the Parks and Recreation Department.
11. The temporary construction easements shall terminate on June 30, 1995.
12. On completion of the project restoration and revegetation shall be carried out to the specification and satisfaction of the Parks and Recreation Department. To ensure satisfactory revegetation and plant establishment, fiscal surety shall be provided prior to construction, to the value of the estimated cost of restoration (including maintenance for the period of plant establishment).



Michael J. Heitz, Acting Director
Parks and Recreation Department



MEMORANDUM

TO: Manuel A. Mollinedo, Director
Parks and Recreation Department

FROM: Wm. R. Stockton, P.E., Director
Department of Public Works and Transportation

DATE: May 12, 1992

SUBJECT: Request for Easements Across Parkland
South Austin Outfall Relief Main, Phase II
CIP No. 443-237-0749

The Department of Public Works and Transportation, on behalf of the Water and Wastewater Utility, hereby requests permanent and temporary workspace easements for the construction and maintenance of the South Austin Outfall Relief Main, Phase II, CIP No. 443-237-0749. Attached please find the following documents to support this request:

- A. Information Packet,
- B. Temporary Workspace Map,
- C. Metes and Bounds Field Note descriptions of the permanent sanitary sewer easements, and
- D. Metes and Bounds Field Note descriptions of the temporary workspace sanitary sewer easements.

From the above mentioned documents, you will note that the proposed permanent sanitary sewer easements contain approximately 2.363 acres of parkland. In addition, temporary workspace sanitary sewer easements will be required on both sides of the permanent easements which contain approximately 6.147 acres of additional parkland.

Phase II of the South Austin Outfall Relief Main will include construction of 3,650 linear feet of 48-inch wastewater interceptor. All of this work will be located on parkland. The design engineer is Espey, Huston & Associates, Inc.

Public Works staff, in cooperation with Parks and Recreation Department staff, have agreed that the proposed alignment for Phase II of the South Austin Relief Main is the most reasonable and prudent route for the wastewater interceptor. All site restoration will be completed in accordance with the City of Austin's "Standard Specifications" and "Construction Standards" and with PARD's "Construction in Parks Standards."

Manuel A. Mollinedo, Director
May 12, 1992
Page Two

Please prepare the necessary documentation for consideration of this matter by the Parks and Recreation Board. We would request that this matter be placed on the May 26th agenda of the Board.

Thank you for your assistance in this matter. If you have any questions or require additional information to support this request, please feel free to contact James R. Clarno, P.E. of my staff at 499-7160.

~~A. DOUGLAS RADEMAKER~~

✶ Wm. R. Stockton, P.E., Director
Department of Public Works and Transportation

WRS:jc

attachments

cc: Randy J. Goss, P.E.
J. Chris Lippe, P.E.
A. Douglas Rademaker, P.E.
James R. Clarno, P.E.
Joseph Morahan
Peter Marsh
file

Information Packet

SOUTH AUSTIN OUTFALL RELIEF MAIN

PHASE II

**City of Austin
Department of Public Works and Transportation
on behalf of the
Water and Wastewater Utility**

May 1992

INTRODUCTION

The Department of Public Works and Transportation, on behalf of the Water and Wastewater Utility, is proposing to construct Phase II of the South Austin Outfall Relief Main to replace an existing wastewater interceptor and to allow for the abandonment of two existing sewage lift stations near the Barton Creek Pool. In conjunction with this project, Public Works is requesting authorization to build portions of the wastewater interceptor on parklands.

Phase II of the Outfall Relief Main will replace an existing 24-inch diameter interceptor located in Robert E. Lee Road, Barton Springs Road and Sterzing Street and an existing 30-inch diameter interceptor located in Toomey Road west of the Zachary Scott Theatre. The 24-inch diameter section is now subject to surcharge conditions and both sections have insufficient capacity for presently committed wastewater flows. Upon completion and acceptance of the Relief Main, the existing Barton Creek and Zilker Park lift stations will be abandoned and the equipment removed. Funding for Phase II of this project was included in the 1984 and 1985 bond programs of the Water and Wastewater Utility.

PROJECT NEED AND JUSTIFICATION

The present South Austin Outfall consists of 6.4 miles of 24-inch to 54-inch pipe between the Govalle Wastewater Treatment Plant and Barton Creek along the south bank of Town Lake. In addition to the gravity wastewater interceptor, three major lift stations and force mains are located in the outfall collection system. These are shown on Figure 1. The lift stations are Montopolis, Barton Creek and Zilker Lift Stations. The present service area of the Outfall (by gravity flow) includes approximately 9,022 acres of land located between Town Lake and Ben White Boulevard, bounded on the east by US 183 and on the west by Barton Creek. Additional developed land located in the Barton Creek and Eanes Creek watersheds are also tributary to the system by pumping. Wastewater flows are also pumped into the outfall collection system from several other adjoining areas.

The engineering firm of Espey, Huston & Associates (EHA) was selected to evaluate the capacity of the South Austin Outfall system at existing and projected future flow conditions, and to perform the engineering design for the proposed improvements. The EHA report considered a 50-year planning period, to the year 2035, and evaluated capacity problems at 10-year intervals. Sections of the outfall found to be currently overloaded were the 30-inch segment in West Riverside Drive and the 24-inch segment receiving discharge from the Barton Creek and Zilker Park lift stations. The Barton Creek Lift Station was originally completed in 1977 and was upgraded in 1984. The lift station is in good condition, however it does not have a dedicated back-up power feed. The Zilker Park Lift Station was constructed in 1951. It is in fair condition and does not have a back-up control system nor a dedicated back-up power feed. The report recommended the replacement of the wastewater interceptor from South First Street to the Barton Creek Lift Station and the abandonment of both the Barton Creek and the Zilker Park Lift Stations which were fully committed at the time of the report.

On July 23, 1987, the City Council adopted a resolution to approve the design and construction of the South Austin Outfall Relief Main subject to the following conditions:

1. "That the South Austin Outfall Relief Main (Phase II) shall only serve Terrace PUD, the Loop 360 Corridor, the Woods of Westlake, Eanes School and Lost Creek (if annexed to the City), in addition to the existing service area;
2. "That the South Austin Outfall Relief Main (Phase II) shall be constructed with "state of the art" technology and materials, and shall be sized to accommodate only the service area set out in No. 1 hereinabove; and
3. "That this approval is not an approval to serving the entire Barton Creek Watershed with centralized wastewater systems."

The resolution reduced the service area and ultimate flow from that originally defined in the EHA report, but does not affect the original need nor justification for the project.

ALTERNATIVES TO THE USE OF PARKLAND

The EHA report evaluated five alternatives for the proposed relief main, two of which would provide service by gravity and three required the construction and operation of a permanent lift station in Zilker Park. Environmental, recreational and archaeological impacts were considered as well as the construction, operation and maintenance costs of the various alternatives. PARD staff was consulted during the preparation of the report and during the selection of the originally recommended alternative.

Each of the alternatives required the use of parklands because the existing South Austin Outfall and the Barton Creek and Zilker Park lift stations to be abandoned are all located in parkland. Elevation conflicts with existing storm sewers and drainage channels also forced sections of the proposed relief main onto parkland alignments. The originally recommended alternative was selected in part to minimize use of and impacts to parklands.

During the design of Phase II, considerable archeological testing was completed by EHA and by the Texas Archeological Research Laboratory of the Vera Daniel Site in Zilker Park. Based on the findings of those investigations, the alignment and method of construction were significantly modified. The current design proposes construction by tunneling in the area south of Lou Neff Road and a realignment of the Relief Main toward the east to an alignment that would not involve "mixed-face" tunnel construction. These changes will further minimize use of and impacts to parklands.

PROJECT DESCRIPTION AND SCHEDULE

The proposed South Austin Outfall Relief Main project is divided into two phases, Phase I and Phase II. Figure 2 shows the location of Phases I and II of the proposed South Austin Outfall Relief Main.

Phase I, the downstream segment, begins at the intersection of West Riverside Drive and South First Street and terminates just west of the intersection of Toomey Road and Josephine Street. This Phase will consist of 4,500 linear feet of interceptor and has an anticipated construction cost of \$2,000,000. Bids will be received on June 11, 1992. Construction should commence by September 1, 1992 and be completed in the summer of 1993.

Phase II, the upstream segment, begins just west of the intersection of Toomey Road and Josephine Street and terminates at the existing Barton Creek Interceptor. This Phase will consist of 3,650 linear feet of interceptor and has an anticipated construction cost of \$2,700,000. It is scheduled for bidding in the late summer of 1992. Construction should commence by December 1992 and be completed in the late fall of 1993.

Phase I also included several lateral sewers to divert flows now being discharged into the existing wastewater interceptor to the new Outfall Relief Main.

SHORT TERM EFFECTS OF CONSTRUCTION

There will be several short term effects during construction. The proposed sequence of construction is intended to reduce, as much as possible, the interference with park functions and was prepared in conjunction with a schedule of activities furnished by PARD staff.

Most of the construction activities will be conducted within the proposed permanent easements. This includes the trenching, tunneling, pipe installation and backfilling operations. Much of this work along Toomey Road has been designed to occur within existing parking areas. Much of the work in Zilker Park has been designed to occur within the proposed tunnel. Parkland used for recreation that will be affected by Phase II includes two of the little league and softball fields along Toomey Road and one of the soccer fields in Zilker Park. The project scheduling has been developed to minimize the impact on recreational activities in these areas. Ground disturbance in the area of the open cut activities will include preconstruction clearing, trenching, temporary spoil and material storage, vehicle tracking and soil compaction. There will be little or no ground disturbance in the area of the tunnel activities. A traffic plan is included to reroute vehicular traffic around the construction areas. The traffic plan will also include rerouting the pedestrian traffic from the Town Lake Hike and Bike Trail.

The adjacent temporary construction easements will be used primarily for material storage and for equipment and vehicle access.

LONG TERM EFFECTS OF CONSTRUCTION

There will be two long term effects on the parkland due to construction, operation and maintenance of the proposed wastewater interceptor.. The first impact will be the restriction on building structures or similar improvements within the permanent easements. However, since PARD plans to continue to maintain these areas as parkland, this impact should be negligible. The second impact will be the construction of permanent stairs, benches, and other improvements on either side of Barton Creek as requested by PARD staff. The plans for these improvements will be made a part of the project and will require final approval by PARD staff and by Planning and Development staff.

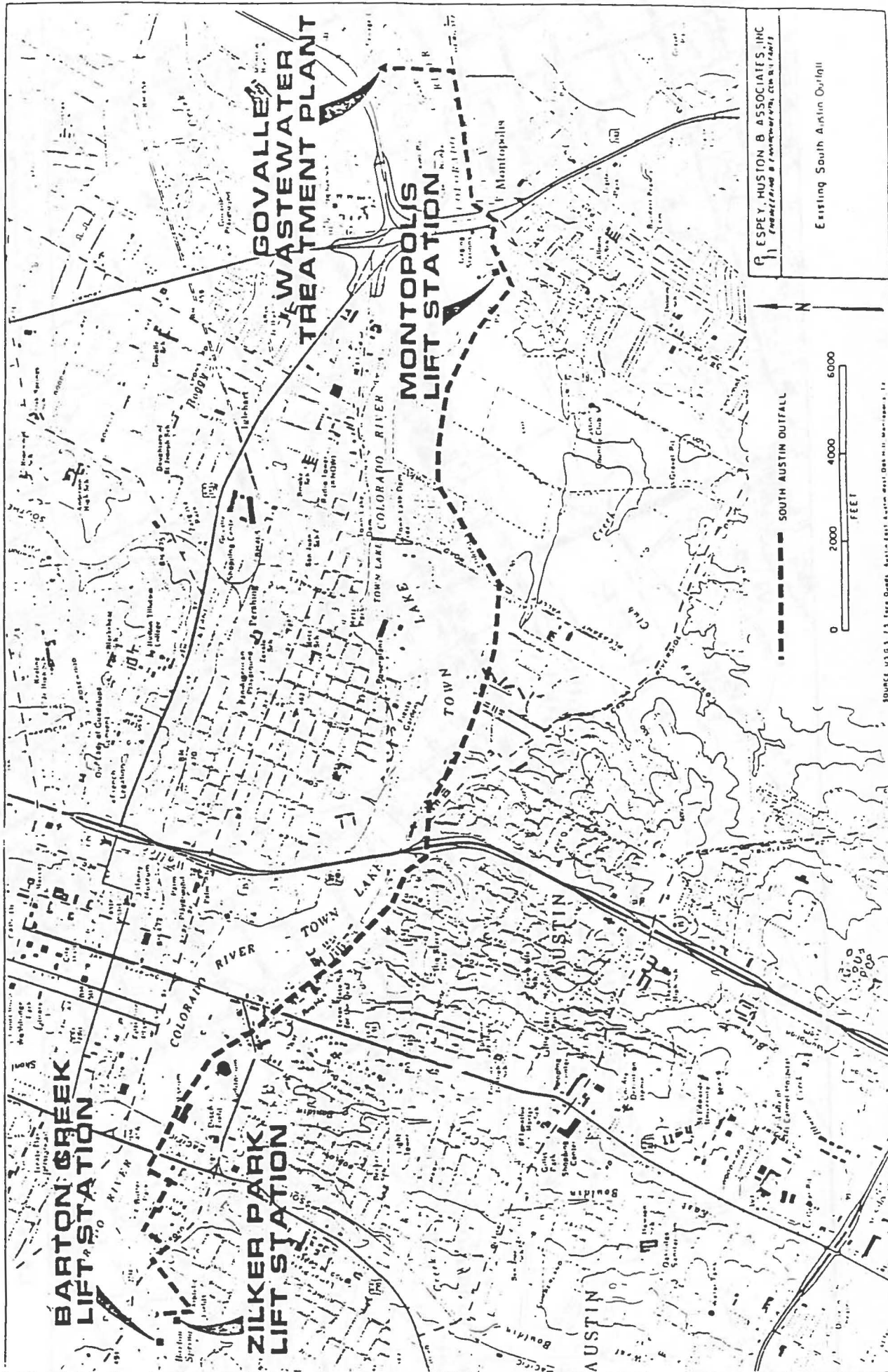
RESTORATION PLAN

All disturbed streets, parking areas, sidewalks, curbs, etc. will be restored to a condition equal to or better than that existing prior to construction. All such restoration will be completed in accordance with the City of Austin's "Standard Specifications" and "Construction Standards."

All disturbed grass areas will likewise be restored and revegetated to a condition equal to or better than that existing prior to construction. All such restoration in parklands will be completed in accordance with PARD's "Construction in Parks Specifications."

A detailed tree survey and tree evaluation is being performed by the engineer to determine the total equivalent square inches of tree replacement which will be required in parklands. The project cost will include replacement planting or payment in accordance with PARD's "Construction in Parks Specifications."

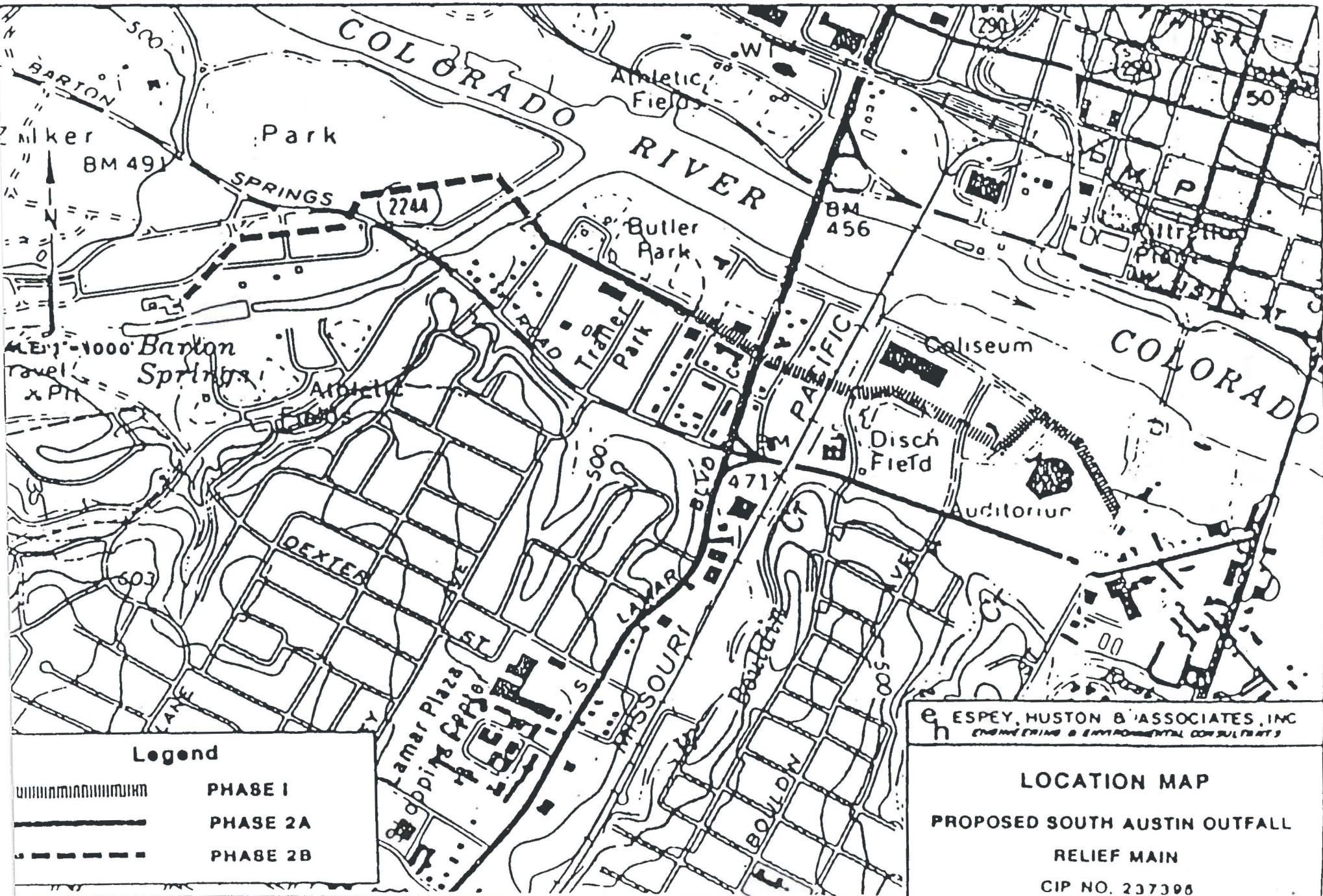
As with all City construction projects, the Contractor will have to provide a one year warranty on his work including such restoration, revegetation, and tree replacement.



ESPEY, HUSTON & ASSOCIATES, INC.
 ENGINEERING & CONSULTING, CONSTRUCTION

Existing South Austin Outfall

SOURCE: U.S.G.S. 7.5 Topographic Series, East Austin West of Austin, Texas, 1964



Legend



PHASE 1



PHASE 2A



PHASE 2B

e ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

LOCATION MAP

PROPOSED SOUTH AUSTIN OUTFALL

RELIEF MAIN

CIP NO. 237396

EXHIBIT A

PERMANENT
SANITARY SEWER EASEMENT/SAO
CITY OF AUSTIN
TO
CITY OF AUSTIN

DESCRIPTION

DESCRIPTION OF TWO STRIPS OF LAND IN THE ISAAC DECKER LEAGUE AND THE WILLIAM BARTON LABOR IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING PORTIONS OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN DEEDS TO THE CITY OF AUSTIN AS FOLLOWS: TRACT NO. FOUR (33.70 ACRES) IN VOLUME 681, PAGE 199; FIRST TRACT (280.5 ACRES) IN VOLUME 482, PAGE 129; AND FIRST TRACT (37.31 ACRES) IN VOLUME 302, PAGE 360; ALL OF THE DEED RECORDS IN TRAVIS COUNTY, TEXAS; SAID STRIPS OF LAND HEREINAFTER DESCRIBED AS STRIP NO. 1, A STRIP OF LAND THIRTY (30.00) FEET IN WIDTH AND TWENTY (20.00) FEET IN WIDTH; AND STRIP NO. 2, A STRIP OF LAND TEN (10.00) FEET IN WIDTH; SAID STRIPS OF LAND BEING REFERENCED TO THE STATIONING OF THE CENTERLINE OF STRIP NO. ONE; THE DESCRIPTION OF SAID STRIPS OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND THE DESCRIPTION OF SAID CENTERLINE OF STRIP NO. ONE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1

BEGINNING at a point in said City of Austin tract (681/199) and from which point, for reference, an iron bolt found at an interior ell corner of said City of Austin tract (681/199), same being referred to in said deed as the northeast corner of a tract of land originally belonging to R.P. Toomey, said point also being in the northerly line of Toomey Road, bears S53°03'45"E 178.19 feet, and from said reference point an additional bolt found in the southerly line of said City of Austin tract (681/199), same being in the northerly line of Toomey Road, bears N62°06'13"W 300.09 feet; said POINT OF BEGINNING also being known as Permanent Easement Strip No. 1 Centerline Station 40+28.56 Backward and Centerline Station 40+52.32 Forward and being 28.00 feet north of the northerly line of Toomey Road;

THENCE, with an easterly line of the herein described tract, crossing said City of Austin tract (681/199), S27°53'47"W 15.00 feet to the southeast corner of the herein described tract, same being a point 13.00 feet north of the northerly line of Toomey Road;

THENCE, with a southerly line of the herein described tract, crossing said City of Austin tracts (681/199 & 482/129) and being fifteen (15.00) feet south of and parallel with said centerline, the following six (6) courses:

- 1) N62°06'13"W 124.16 feet to a point 13.00 feet north of the northerly line of Toomey Road;

- 2) N62°29'34"W 795.78 feet to a point 13.00 feet north of the northerly line of Toomey Road;
- 3) N36°50'55"W 263.12 feet;
- 4) N49°06'44"W at approximately 80 feet pass the east bank of Barton Creek, and continuing across Barton Creek, at approximately 243 feet pass the west bank of Barton Creek, and at approximately 332 feet pass the Zilker Park Railroad tract, in all a total distance of 479.52 feet;
- 5) S86°33'27"W 258.73 feet; and
- 6) S53°27'01"W 133.73 feet to an exterior ell corner of the herein described tract, same being a point 15.00 feet south of Centerline Station 61+25.00;

THENCE, with a westerly line of the herein described tract, crossing said City of Austin tract (482/129), N36°32'59"W 5.00 feet to an interior ell corner of the herein described tract, same being a point 10.00 feet south of Centerline Station 61+25.00;

THENCE, with a southerly line of the herein described tract, crossing said City of Austin tracts (482/129 & 302/360) and being ten (10.00) feet south of and parallel with said centerline, the following six (6) courses:

- 1) S53°27'01"W, crossing Barton Springs Road, 685.67 feet to the point of curvature of a curve whose radius is 510.00 feet, intersection is 27°23'58", and tangent distance is 124.32 feet;
- 2) with said curve to the right, an arc distance of 243.89 feet, the chord of which bears S67°09'00"W 241.57 feet to the point of tangency of said curve;
- 3) S80°50'59"W 226.66 feet to the point of curvature of a curve whose radius is 490.00 feet, intersection angle is 14°16'37", and tangent distance is 61.37 feet;
- 4) with said curve to the left, an arc distance of 122.10 feet, the chord of which bears S73°42'41"W 121.78 feet to the point of tangency of said curve;
- 5) S66°34'22"W 415.47 feet; and
- 6) S80°26'43"W at 9.22 feet passing 10.00 feet south of an existing manhole, at 281.90 feet passing 10.00 feet south of an existing manhole, in all a total distance of 345.04 feet to the southwest of the herein described tract, from which point the northwest corner of the concession stand at Barton Springs Swimming Pool bears S67°54'29"E 137.03 feet;

THENCE, with a westerly line of the herein described tract, crossing said City of Austin tract (302/360), N05°34'44"W 20.04 feet to the northwest corner of the herein described tract;

THENCE, with a northerly line of the herein described tract, crossing said City of Austin tracts (302/360 & 482/129) and being ten (10) feet north of and parallel with said centerline, the following six (6) courses:

- 1) N80°26'43"E at 61.76 feet passing 10.00 feet north of an existing manhole, at 334.44 feet passing 10.00 feet north of an existing manhole, in all a total of 341.22 feet;
- 2) N66°34'22"E 413.03 feet to the point of curvature of a curve whose radius is 510.00 feet, intersection angle is 14°16'37", and tangent distance is 63.87 feet;
- 3) with said curve to the right, an arc distance of 127.08 feet, the chord of which bears N73°42'41"E 126.75 feet to the point of tangency of said curve;
- 4) N80°50'59"E 226.66 feet to the point of curvature of a curve whose radius is 490.00 feet, intersection angle is 27°23'58", and tangent distance is 119.45 feet;

- 5) with said curve to the left, an arc distance of 234.32 feet, the chord of which bears N67°09'00"E 232.10 feet to the point of tangency of said curve ; and
- 6) N53°27'01"E, crossing Barton Springs Road, 685.67 feet to an interior ell corner of this tract, same being 10.00 feet north of Centerline Station 61+25.00;

THENCE, with a westerly line of the herein described tract, crossing said City of Austin tract (482/129), N36°32'59"W 5.00 feet to an exterior ell corner of the herein described tract, same being a point 15.00 feet north of Centerline Station 61+25.00;

THENCE, with a northerly line of the herein described tract, crossing said City of Austin tracts (482/129 & 681/199), and being fifteen (15.00) feet north of and parallel with said centerline, the following six (6) courses:

- 1) N53°27'01"E 142.65 feet;
- 2) N86°33'27"E 279.86 feet;
- 3) S49°06'44"E at approximately 171 feet pass the Zilker Park Railroad track, at approximately 260 feet pass the west bank of Barton Creek, and continuing across Barton Creek, at approximately 423 feet pass the east bank of Barton Creek, in all a total distance of 494.96 feet;
- 4) S36°50'55"E 259.52 feet;
- 5) S62°29'34"E 789.06 feet; and
- 6) S62°06'13"E 124.26 feet to the northeast corner of the herein described tract;

THENCE, with an easterly line of the herein described tract, and crossing said City of Austin tract (681/199), S27°53'47"W 15.00 feet to the POINT OF BEGINNING and containing 2.360 acres of land within these metes and bounds.

STRIP NO. 2

BEGINNING at a point in the south line of the herein described Strip No. 1, same being S62°29'34"E with said Strip No. 1 centerline 10.00 feet and S27°30'26"W 15.00 feet from Strip No. 1 Centerline Station 49+68.95;

THENCE, with the east line of the herein described tract, crossing said City of Austin tract (681/199) and being five (5.00) feet east of and parallel with the centerline of this tract, S27°30'26"W 13.00 feet to the north line of Toomey Road;

THENCE, with the south line of the herein described tract and of said City of Austin tract (681/199), with the north line of Toomey Road, N62°29'34"W 10.00 feet;

THENCE, with the west line of the herein described tract, crossing said City of Austin tract (681/199) and being five (5.00) feet west of and parallel with the centerline of this strip, N27°30'26"E 13.00 feet to the south line of the herein described Strip No. 1;

THENCE, with the north line of the herein described tract and the south line of the herein described Strip No. 1, crossing said City of Austin tract (681/199), S62°29'34"E 10.00 feet to the POINT OF BEGINNING and containing 130 square feet within these metes and bounds.

STRIP NO. 1 - CENTERLINE

BEGINNING at a point in said City of Austin tract (681/199) and from which point, for reference, an iron bolt found at an interior ell corner of said City of Austin tract (681/199), same being referred to in the said deed as the northeast corner of a tract of land originally belonging to R.P. Toomey, said point also being in the northerly line of Toomey Road, bears S53°03'45"E 178.19 feet, and from said reference point an additional bolt found in the southerly line of said City of Austin tract (681/199), same being in the northerly line of Toomey Road, bears N62°06'13"W 300.09 feet; said POINT OF BEGINNING also being known as Permanent Easement Strip No. 1 Centerline Station 40+28.56 Backward and Centerline Station 40+52.32 Forward and being 28.00 feet north of the northerly line of Toomey Road;

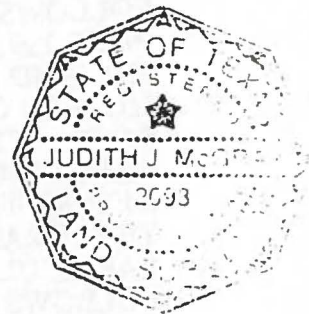
THENCE, with the centerline of said strip, crossing said City of Austin tracts, the following eleven (11) courses:

- 1) N62°06'13"W 124.21 feet to Station 41+76.53, same being a point 28.00 feet north of the northerly line of Toomey Road, same being the center of a proposed manhole;
- 2) N62°29'34"W 792.42 feet to Station 49+68.95, same being a point 28.00 feet north of the northerly line of Toomey Road, same being the center of a proposed manhole;
- 3) N36°50'55"W 261.32 feet to Station 52+30.27, same being the center of a proposed siphon outlet box;
- 4) N49°06'44"W, crossing Barton Creek, at 344.73 feet pass a proposed siphon inlet box, in all a total of distance of 487.24 feet to a hub and tack set at Station 57+17.51, same being the center of a proposed manhole;
- 5) S86°33'27"W 269.30 feet to a hub and tack set at Station 59+86.81, same being the center of a proposed manhole, from which point a hub found and tack set bears S86°33'27"W 840.00 feet;
- 6) S53°27'01"W, at 143.35 feet passing a cross set in a tan paint mark found on the north curb of Lou Neff Road, and continuing, crossing Barton Springs Road, in all a total distance of 823.86 feet to Station 68+10.67, same being the point of curvature of a curve whose radius is 500.00 feet, intersection angle is 27°23'88", and tangent distance is 121.88 feet, from which point a P.K. nail set in a tan paint mark found in an asphalt parking area bears S53°27'01"W 121.88 feet;
- 7) with said curve to the right, an arc distance of 239.10 feet, the chord of which bears S67°09'00"W 236.83 feet to Station 70+49.77, same being the point of tangency of said curve;
- 8) S80°50'59"W 226.66 feet to Station 72+76.43, same being the point of curvature of a curve whose radius is 500.00 feet, interior angle is 14°16'37", and tangent distant is 62.62 feet, from which point a hub and tack set bears S80°50'59"W 62.62 feet;
- 9) with said curve to the left, an arc distance of 124.59 feet, the chord of which bears S73°42'41"W 124.27 feet to Station 74+01.02, same being the point of tangency of said curve;
- 10) S66°34'22"W 414.25 feet to Station 78+15.27;
- 11) S80°26'43"W at 8.00 feet passing an existing manhole at Station 78+23.27 feet, at 280.68 feet passing an existing manhole at Station 80+95.95, in all a total distance of 343.13 feet to Station 81+58.40, same being the POINT OF TERMINATION of this description, from said POINT OF TERMINATION the southwest corner of said Strip No. 1 bears S05°34'44"W 10.02 feet, and from

said southwest corner of Strip No. 1 the northwest corner of the concession stand at Barton Springs Swimming Pool bears S67°54'29"E 137.03 feet; the centerline of said Strip No. 1 shall become the centerline of the Sanitary Sewer Line as constructed from manhole to manhole or other structure or points of curvature and tangency as called for herein.

PREPARED FROM A PARTIAL GROUND SURVEY AND RECORD
INFORMATION BY: McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731 (512)451-8591

Judith J. McGray 12-23-87 & 4-10-92 4-20-92
Judith J. McGray Partial Survey Date Description Date
Reg. Professional Land Surveyor No. 2093



C:\W\DESC\DE920084.DOC

FIELD NOTES REVIEWED

By Mike Ritten Date 5/13/92
Engineering Support Section
Department of Public Works
and Transportation

EXHIBIT B

TEMPORARY WORKSPACE
SANITARY SEWER EASEMENT/SAO
CITY OF AUSTIN
TO
CITY OF AUSTIN

DESCRIPTION

DESCRIPTION OF THREE TRACTS OF LAND IN THE ISAAC DECKER LEAGUE AND THE WILLIAM BARTON LABOR IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS FOLLOWS: TRACT NO. FOUR (33.70 ACRES) IN VOLUME 681, PAGE 199, FIRST TRACT (280.5 ACRES) IN VOLUME 482, PAGE 129; AND FIRST TRACT (37.31 ACRES) IN VOLUME 302, PAGE 360; ALL OF THE DEED RECORDS IN TRAVIS COUNTY, TEXAS; SAID TEMPORARY WORKSPACE EASEMENTS BEING REFERENCED TO THE STATIONING OF THE CENTERLINE DESCRIPTION WHICH IS ATTACHED HEREIN; SAID TEMPORARY WORKSPACE EASEMENTS BEING MORE PARTICULARLY DESCRIBED BY DESCRIPTIVE PHRASE AS FOLLOWS AND SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TEMPORARY EASEMENT - PART A

BEGINNING at the northeast corner of this tract, at a point in said City of Austin tract (681/199) and from which point, for reference, an iron bolt found at an interior ell corner of said City of Austin tract (681/199), same being referred to in said deed as the northeast corner of a tract of land originally belonging to R.P. Toomey, said point also being in the northerly line of Toomey Road, bears S28°36'13"W 53.00 feet and S62°06'13"E 121.83 feet, and from said reference point an additional bolt found in the southerly line of said City of Austin tract (681/199), same being in the northerly line of Toomey Road, bears N62°06'13"W 300.09 feet; from which POINT OF BEGINNING the point of beginning of the centerline of said Strip No. 1 Centerline Station 40+28.56 Backward and Centerline Station 40+52.32 Forward, same being 28.00 feet north of the northerly line of Toomey Road, bears N62°06'13"W 42.48 feet, S27°53'47"W 10.00 feet, N62°06'13"W 12.32 feet, and S27°53'47"W 15.00 feet; said POINT OF BEGINNING of this tract being 1.00 feet west of the west edge of a concrete sidewalk;

THENCE, with a line 1.00 feet west of the west edge of a concrete sidewalk, S28°36'13"W approximately 62.5 feet to a point 1.00 foot north of the back of the north curb of Toomey Road;

THENCE, with a line south of said centerline and 1.00 foot north of and parallel with the back of the north curb of Toomey Road, approximately 1053.6 feet to a point 80.00 feet south of Centerline Station 50+52;

THENCE, with a line 80.00 feet south of and parallel with said centerline, N36°50'55"W 163.00 feet to a point south of Centerline Station 52+15;

THENCE, northerly and perpendicular to said centerline, N53°09'05"E to a point 50.00 feet south of the portion of said centerline from Centerline Station 52+30.27 to 53+19 and its easterly prolongation;

THENCE, with a line 50.00 feet south of and parallel with the portion of said centerline from Centerline Station 52+30.27 to 53+19 and its easterly prolongation, N49°06'44"W approximately 95 feet to the west line of said City of Austin tract (681/199), same being the east edge of the waters of Barton Creek, at approximately Centerline Station 53+19;

THENCE, with the west line of said City of Austin tract (681/199), same being the east edge of the waters of Barton Creek, at approximately 52 feet passing Strip No. 1 Centerline at approximately Station 53+03, and continuing in all approximately 104 feet to a point 50.00 feet north of said centerline, at approximately Centerline Station 52+88;

THENCE, with a line 50.00 feet north of and parallel with the portion of said centerline from Centerline Station 52+88 to 52+30.27 and its easterly prolongation, S49°06'44"E approximately 85 feet to a point north of Centerline Station 52+15;

THENCE, northerly and perpendicular to said centerline, N53°09'05"E to a point 150.00 feet north of Centerline Station 52+15;

THENCE, with a line 150.00 feet north of and parallel with said centerline, S36°50'55"E 165.00 feet to a point north of Centerline Station 50+50;

THENCE, southerly and perpendicular to said centerline, S53°09'05"W 50.00 feet to a point 100.00 feet north of Centerline Station 50+50;

THENCE, with a line 100.00 feet north of and parallel with said centerline, S36°50'55"E 58.29 feet to a point in the bisector of the angle formed at Centerline Station 49+68.95 and continuing 100.00 feet north of and parallel with said centerline, S62°29'34"E 263.19 feet to a point north of Centerline Station 46+83;

THENCE, southerly and perpendicular to said centerline, S27°30'26"W to a point 2.00 feet west of a row of wooden guard posts, approximately 80 feet north of Centerline Station 46+83;

THENCE, southerly with a line 2.00 feet west of and parallel with said row of wooden guard posts to a point approximately 40 feet north of Centerline Station 46+47;

THENCE, easterly with a line 2.00 feet south of and parallel with said row of wooden guard posts, meandering from approximately 40 feet north of said centerline to approximately 33 feet north of said centerline at Centerline Station 46+00 to approximately 40 feet north of Centerline Station 43+56;

THENCE, southerly and perpendicular to said centerline, S27°30'26"W to a point 20.00 feet north of Centerline Station 43+56;

THENCE, with a line 20.00 feet north of and parallel with said centerline, S62°29'34"E 49.00 feet to a point north of Centerline Station 43+07;

THENCE, northerly and perpendicular to said centerline, N27°30'26"E to a point 2.00 feet south of said row of wooden guard posts, north of Centerline Station 43+07;

THENCE, easterly with a line 2.00 feet south of and parallel with said row of wooden guard posts, same being approximately 40 feet north of said centerline, to a point north of Centerline Station 41+00;

THENCE, southerly and perpendicular to said centerline, S27°53'47"W to a point 15.00 feet north of Centerline Station 41+00;

THENCE, with a line 15.00 feet north of and parallel with said centerline and its easterly prolongation, S62°06'13"E at 47.68 feet passing 15.00 feet north of Centerline Station 40+52.32 Forward, in all a total distance of 60.00 feet to a point;

THENCE, northerly and perpendicular to the easterly prolongation of said centerline, N27°53'47"E 10.00 feet to a point 25.00 feet north of the easterly prolongation of said centerline;

THENCE, with a line 25.00 feet north of and parallel with the easterly prolongation of said centerline, S62°06'13"E 42.48 feet to the POINT OF BEGINNING.

TEMPORARY EASEMENT - PART B

BEGINNING at a point in the east line of said City of Austin tract (482/129), same being the west edge of the waters of Barton Creek, said point also being in the centerline of Permanent Easement Strip No. 1, at approximately Strip No. 1 Centerline Station 54+72;

THENCE, with the east line of said City of Austin tract (482/129), same being the west edge of the waters of Barton Creek, southerly to a point 50.00 feet south of said centerline, at approximately Centerline Station 54+87;

THENCE, with a line 50.00 feet south of and parallel with said centerline, westerly to a point 1.00 foot south of the back of the south curb of Lou Neff Road, at approximately Centerline Station 55+90;

THENCE, with a line 1.00 foot south of and parallel with the back of the south curb of said Lou Neff Road, westerly crossing said centerline of Permanent Easement Strip No. 1 at approximately Centerline Station 61+66, and continuing to a corner at approximately 21 feet west of Station 61+91, same being near the entrance to a parking area;

THENCE, northerly, crossing said Lou Neff Road, approximately 170 feet to a point at the intersection of a line 40.00 feet southeast of the southeast chalk line of Soccer Field #3 with the intersection of the south chalk line of Soccer Field #2;

THENCE, with a line 40.00 feet southeast of and parallel with said southeast chalk line of Soccer Field #3, N27°03'30"E 234.37 feet to a point at the intersection of this line and of a line 40.00 feet south of and parallel with the south chalk line of Soccer Field #1;

THENCE, with a line 40.00 feet south of and parallel with the south chalk line of said Soccer Field #1, S69°26'43"E 479.37 feet to the point of intersection of this line with a line 80.00 feet north of and parallel with the centerline of said Strip No. 1, from which point Centerline Station 57+17.51 bears S27°12'42"W 82.33 feet;

THENCE, with a line 80.00 feet north of and parallel with said centerline, S49°06'44"E to a point 1.00 foot north of the back of the north curb of said Lou Neff Road, at approximately Centerline Station 55+80;

THENCE, easterly, perpendicular to and crossing said Lou Neff Road, to a point 1.00 foot south of the back of the south curb of said Lou Neff Road, at approximately 75 feet north of and approximately perpendicular to Centerline Station 55+50;

THENCE, with a line 1.00 foot south of and parallel with the back of the south curb of said Lou Neff Road, southerly to a point 50.00 feet north of said centerline, at approximately Centerline Station 55+60;

THENCE, with a line 50.00 feet north of and parallel to said centerline, S49°06'44"E to a point in the east line of said City of Austin tract (482/129), same being the west edge of the waters of Barton Creek, at approximately Centerline Station 54+49;

THENCE, with the east line of said City of Austin tract (482/129), same being the west edge of the waters of Barton Creek, southerly to the POINT OF BEGINNING.

TEMPORARY EASEMENT - PART C

BEGINNING at the northwest corner of this tract, from which point the northwest corner of Permanent Easement Strip No. 1 bears S05°34'44"E 9.54 feet, said POINT OF BEGINNING also being 19.51 feet north of and perpendicular to Centerline Station 81+57.04;

THENCE, with the north line of this tract, crossing an asphalt parking area, N63°28'03"E 80.82 feet to a concrete curb;

THENCE, with said concrete curb and with the east and south lines of this tract, the following six (6) courses:

- 1) S80°57'38"E 5.22 feet to the point of curvature of a curve whose radius is 23.63 feet;
- 2) with said curve to the right, an arc distance of 32.29 feet, the chord of which bears S41°48'59"E 29.84 feet;
- 3) S02°40'20"E at 16.33 feet passing Centerline Station 80+60.83, in all a total distance of 17.84 feet;
- 4) S11°20'05"E 52.32 feet to the point of curvature of a curve whose radius is 7.24 feet;
- 5) with said curve to the right, an arc distance of 12.04 feet, the chord of which bears S36°19'40"W 10.70 feet; and
- 6) S83°59'25"W 95.36 feet to the southwest corner of this tract;

THENCE, with the west line of this tract, leaving said concrete curb and crossing said asphalt parking area, N05°34'44"W at 45.46 feet passing the southwest corner of said permanent Easement Strip No. 1, from which southwest corner of said Permanent Easement Strip No. 1 the northwest corner of the concession stand at Barton Springs

Swimming Pool bears S67°54'29"E 137.03 feet, and continuing, at 55.48 feet passing Centerline Station 81+58.40, at approximately 60 feet passing a corner of a concrete curb and continuing with said concrete curb the remaining distance of this line, at 65.50 feet passing said northwest corner of said Permanent Easement Strip No. 1, in all a total distance of 75.04 feet to the POINT OF BEGINNING.

STRIP NO. 1 - CENTERLINE

BEGINNING at a point in said City of Austin tract (681/199) and from which point, for reference, an iron bolt found at an interior ell corner of said City of Austin tract (681/199), same being referred to in the said deed as the northeast corner of a tract of land originally belonging to R.P. Toomey, said point also being in the northerly line of Toomey Road, bears S53°03'45"E 178.19 feet, and from said reference point an additional bolt found in the southerly line of said City of Austin tract (681/199), same being in the northerly line of Toomey Road, bears N62°06'13"W 300.09 feet; said POINT OF BEGINNING also being known as Permanent Easement Strip No. 1 Centerline Station 40+28.56 Backward and Centerline Station 40+52.32 Forward and being 28.00 feet north of the northerly line of Toomey Road;

THENCE, with the centerline of said strip, crossing said City of Austin tracts, the following eleven (11) courses:

- 1) N62°06'13"W 124.21 feet to Station 41+76.53, same being a point 28.00 feet north of the northerly line of Toomey Road, same being the center of a proposed manhole;
- 2) N62°29'34"W 792.42 feet to Station 49+68.95, same being a point 28.00 feet north of the northerly line of Toomey Road, same being the center of a proposed manhole;
- 3) N36°50'55"W 261.32 feet to Station 52+30.27, same being the center of a proposed siphon outlet box;
- 4) N49°06'44"W, crossing Barton Creek, at 344.73 feet pass a proposed siphon inlet box, in all a total of distance of 487.24 feet to a hub and tack set at Station 57+17.51, same being the center of a proposed manhole;
- 5) S86°33'27"W 269.30 feet to a hub and tack set at Station 59+86.81, same being the center of a proposed manhole, from which point a hub found and tack set bears S86°33'27"W 840.00 feet;
- 6) S53°27'01"W, at 143.35 feet passing a cross set in a tan paint mark found on the north curb of Lou Neff Road, and continuing, crossing Barton Springs Road, in all a total distance of 823.86 feet to Station 68+10.67, same being the point of curvature of a curve whose radius is 500.00 feet, intersection angle is 27°23'88", and tangent distance is 121.88 feet, from which point a P.K. nail set in a tan paint mark found in an asphalt parking area bears S53°27'01"W 121.88 feet;
- 7) with said curve to the right, an arc distance of 239.10 feet, the chord of which bears S67°09'00"W 236.83 feet to Station 70+49.77, same being the point of tangency of said curve;
- 8) S80°50'59"W 226.66 feet to Station 72+76.43, same being the point of curvature of a curve whose radius is 500.00 feet, interior angle is 14°16'37", and tangent distant is 62.62 feet, from which point a hub and tack set bears S80°50'59"W 62.62 feet;
- 9) with said curve to the left, an arc distance of 124.59 feet, the chord of which bears S73°42'41"W 124.27 feet to Station 74+01.02, same being the point of tangency of said curve;

- 8) S80°50'59"W 226.66 feet to Station 72+76.43, same being the point of curvature of a curve whose radius is 500.00 feet, interior angle is 14°16'37", and tangent distant is 62.62 feet, from which point a hub and tack set bears S80°50'59"W 62.62 feet;
- 9) with said curve to the left, an arc distance of 124.59 feet, the chord of which bears S73°42'41"W 124.27 feet to Station 74+01.02, same being the point of tangency of said curve;
- 10) S66°34'22"W 414.25 feet to Station 78+15.27;
- 11) S80°26'43"W at 8.00 feet passing an existing manhole at Station 78+23.27 feet, at 280.68 feet passing an existing manhole at Station 80+95.95, in all a total distance of 343.13 feet to Station 81+58.40, same being the POINT OF TERMINATION of this description, from said POINT OF TERMINATION the southwest corner of said Strip No. 1 bears S05°34'44"W 10.02 feet, and from said southwest corner of Strip No. 1 the northwest corner of the concession stand at Barton Springs Swimming Pool bears S67°54'29"E 137.03 feet; the centerline of said Strip No. 1 shall become the centerline of the Sanitary Sewer Line as constructed from manhole to manhole or other structure or points of curvature and tangency as called for herein.

PREPARED FROM A PARTIAL GROUND SURVEY AND RECORD
INFORMATION BY: McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731 (512)451-8591

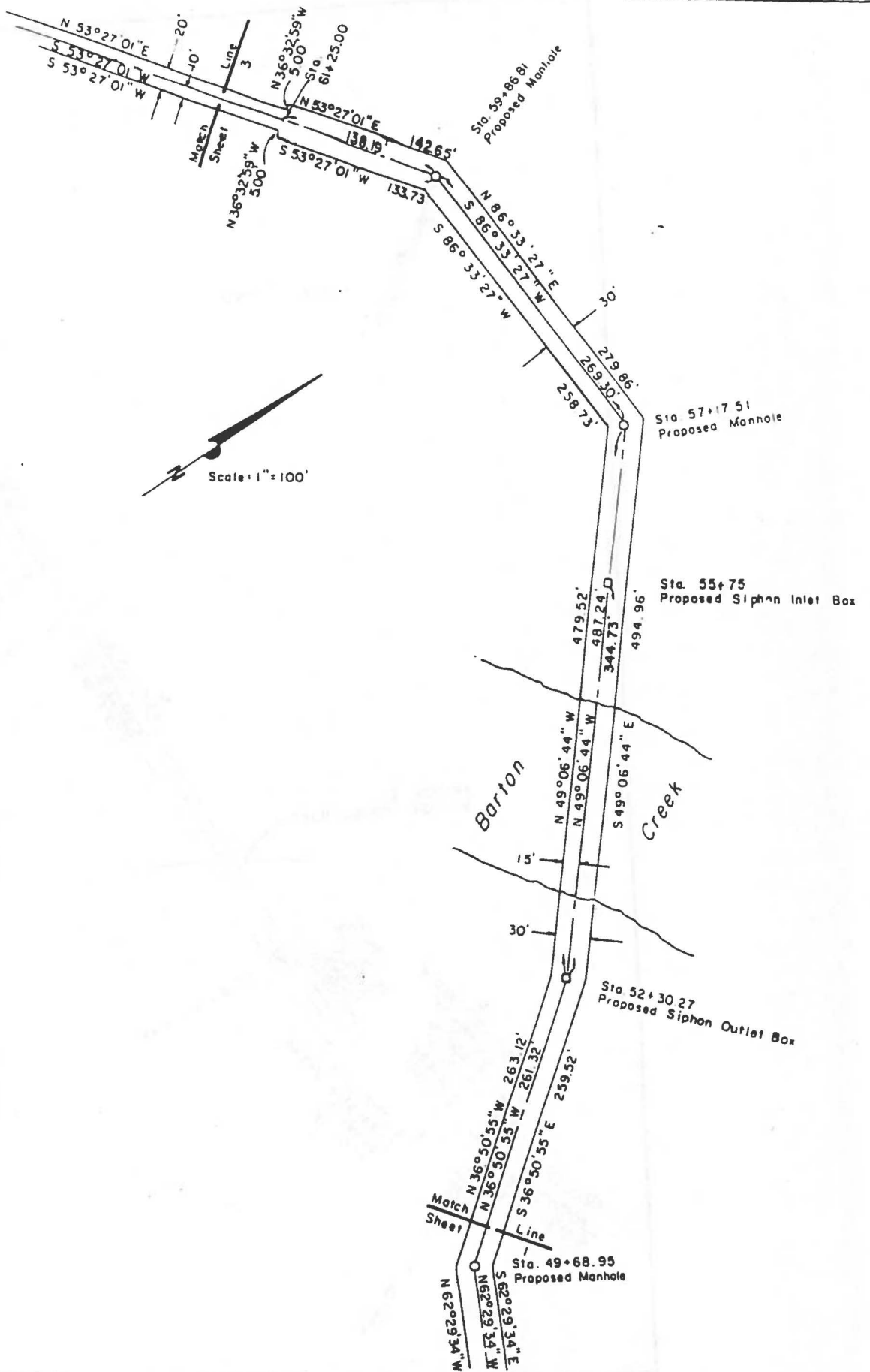
Judith J. McGray 12-23-87 & 4-10-92 5-8-92
Judith J. McGray Partial Survey Date Description Date
Reg. Professional Land Surveyor No. 2093

C:\W\DESC\920084-B.DOC

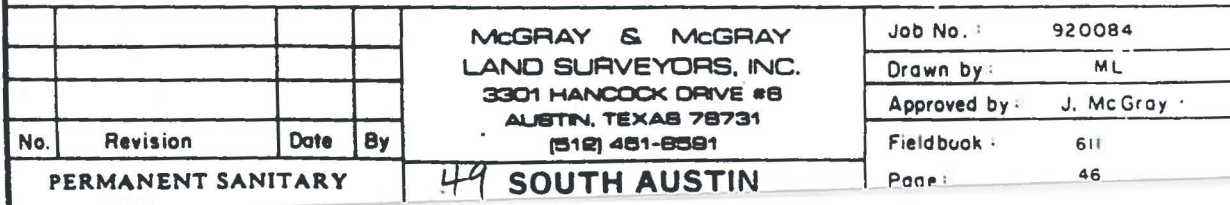


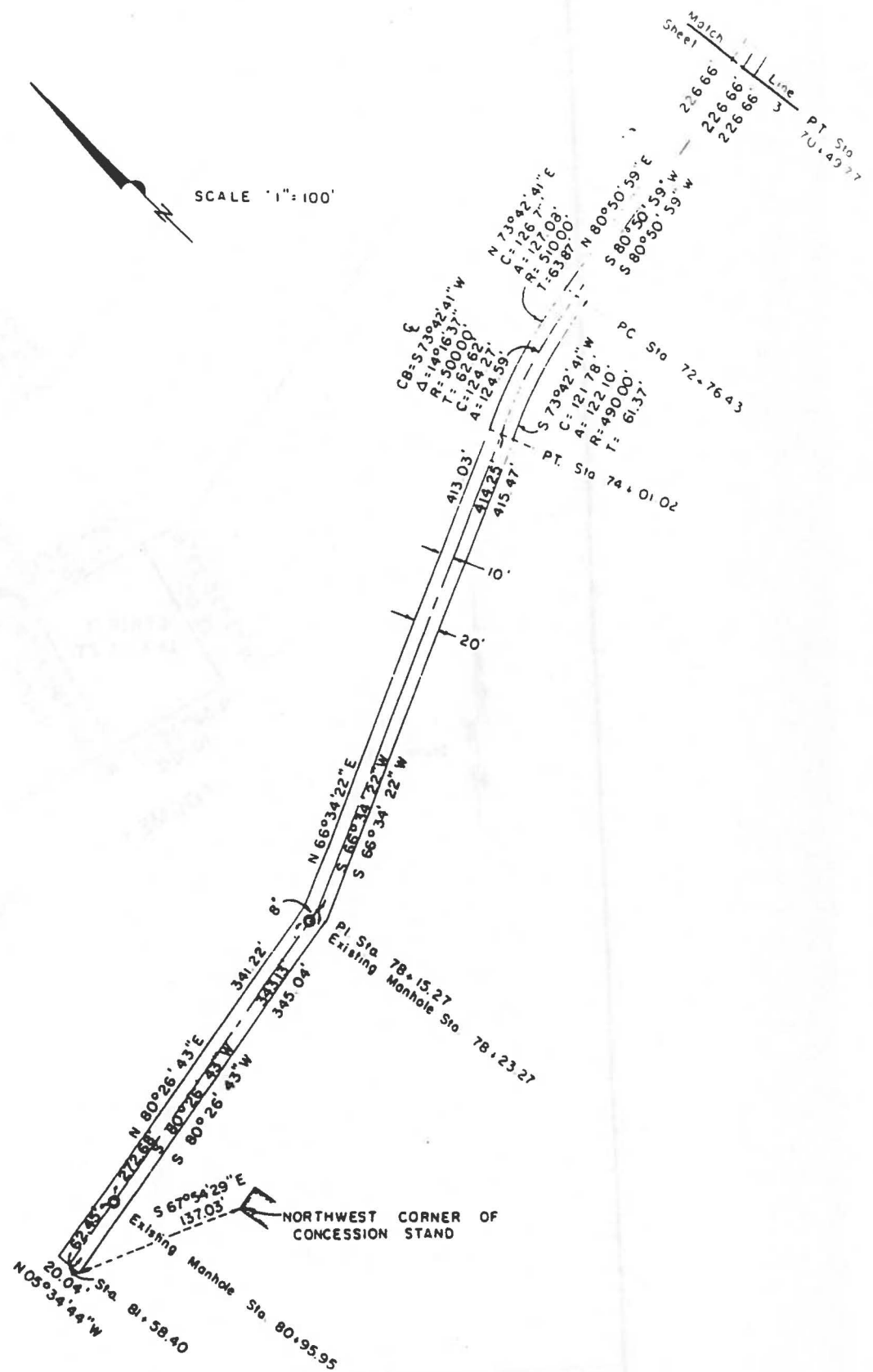
FIELD NOTES REVIEWED

B. *Mike Little* Date *5/13/92*
Engineering Support Section
Department of Public Works
and Transportation



				McGRAY & McGRAY LAND SURVEYORS, INC. 3301 HANCOCK DRIVE #8 AUSTIN, TEXAS 78731 (512) 451-8581	Job No. :	920084
					Drawn by :	ML
1	REVISE ALIGNMENT	4-17-92	ML		Approved by :	J. McGray
No.	Revision	Date	By		Fieldbook :	611
PERMANENT SANITARY SEWER EASEMENT					48 SOUTH AUSTIN	Page :





No.	Revision	Date	By

PERMANENT SANITARY

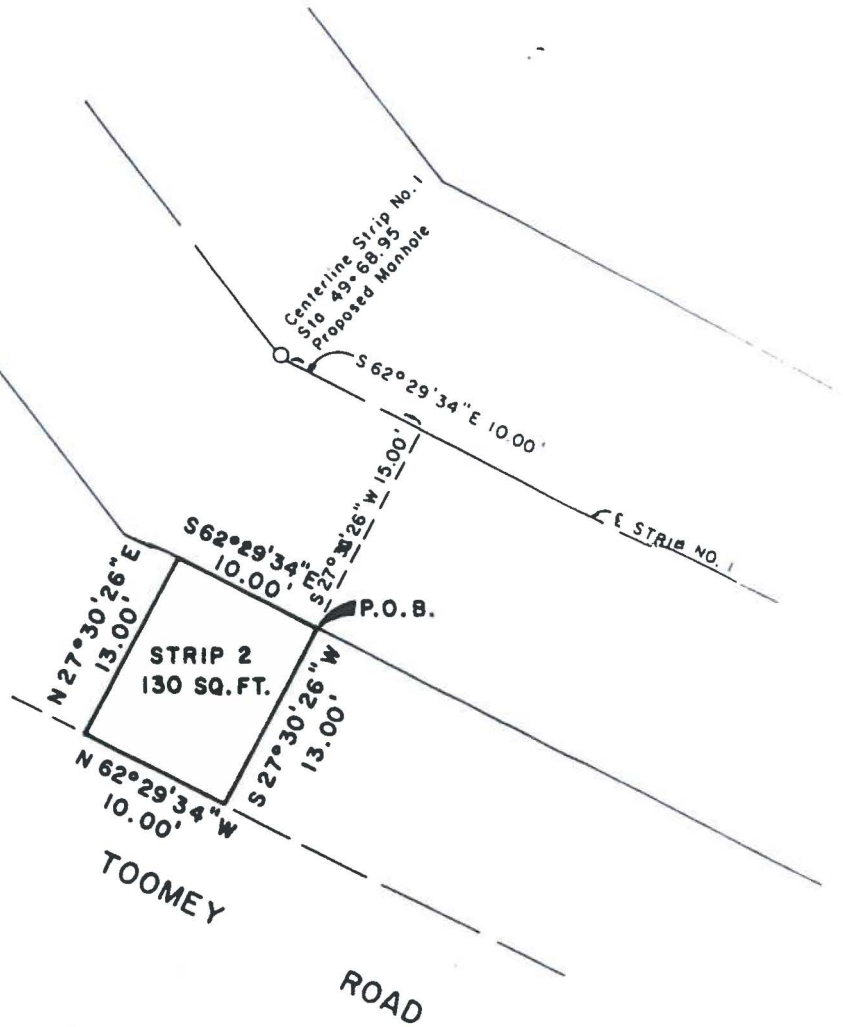
McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #8
AUSTIN, TEXAS 78731
(512) 451-8591

50 SOUTH AUSTIN

Job No.: 9200P4
Drawn by: ML
Approved by: J. Mc Gray
Fieldbook: 611



Scale: 1"=10'



No.	Revision	Date	By

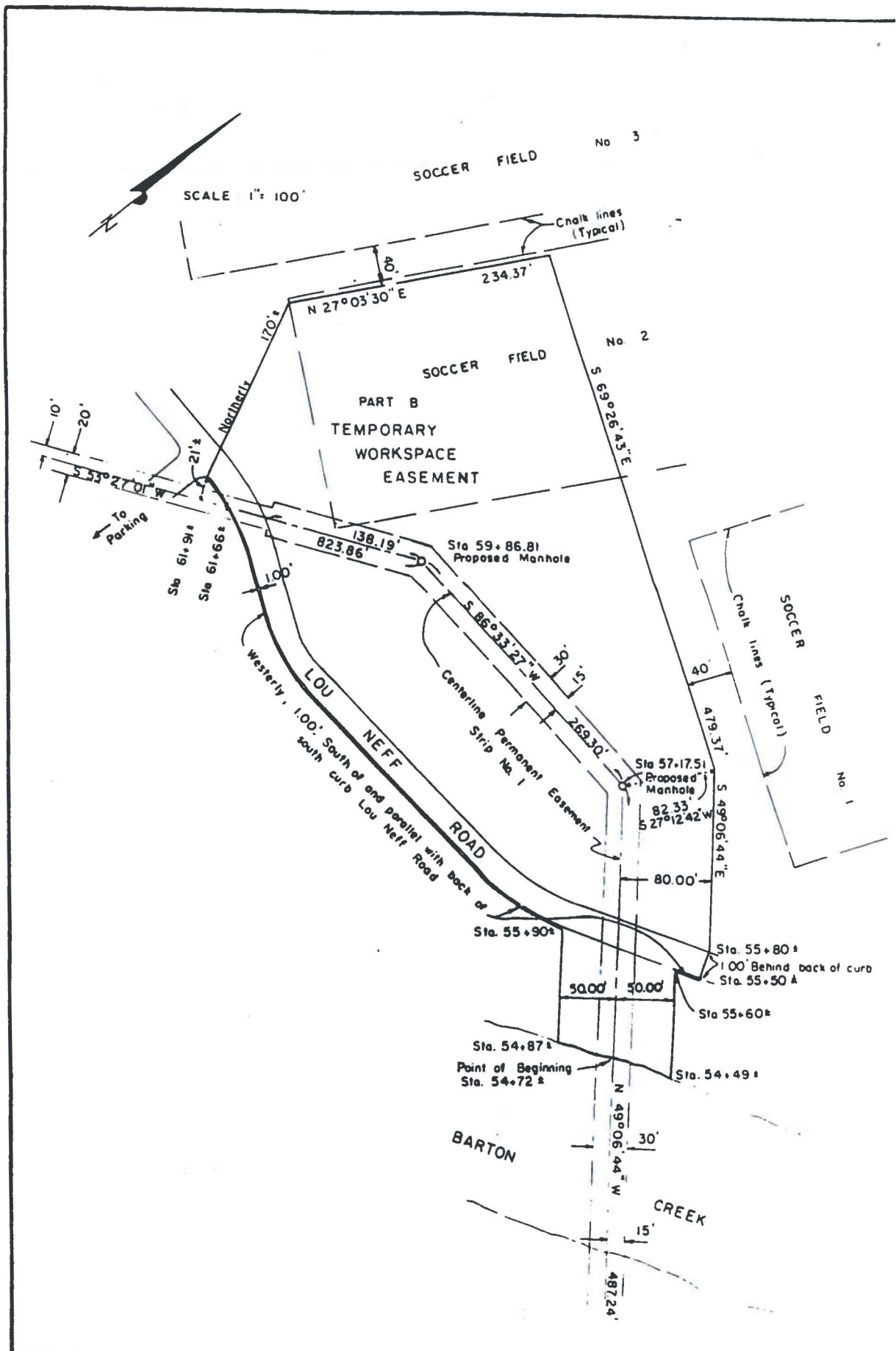
PERMANENT SANITARY
SEWER EASEMENT

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #8
AUSTIN, TEXAS 78731
(512) 451-8581

51

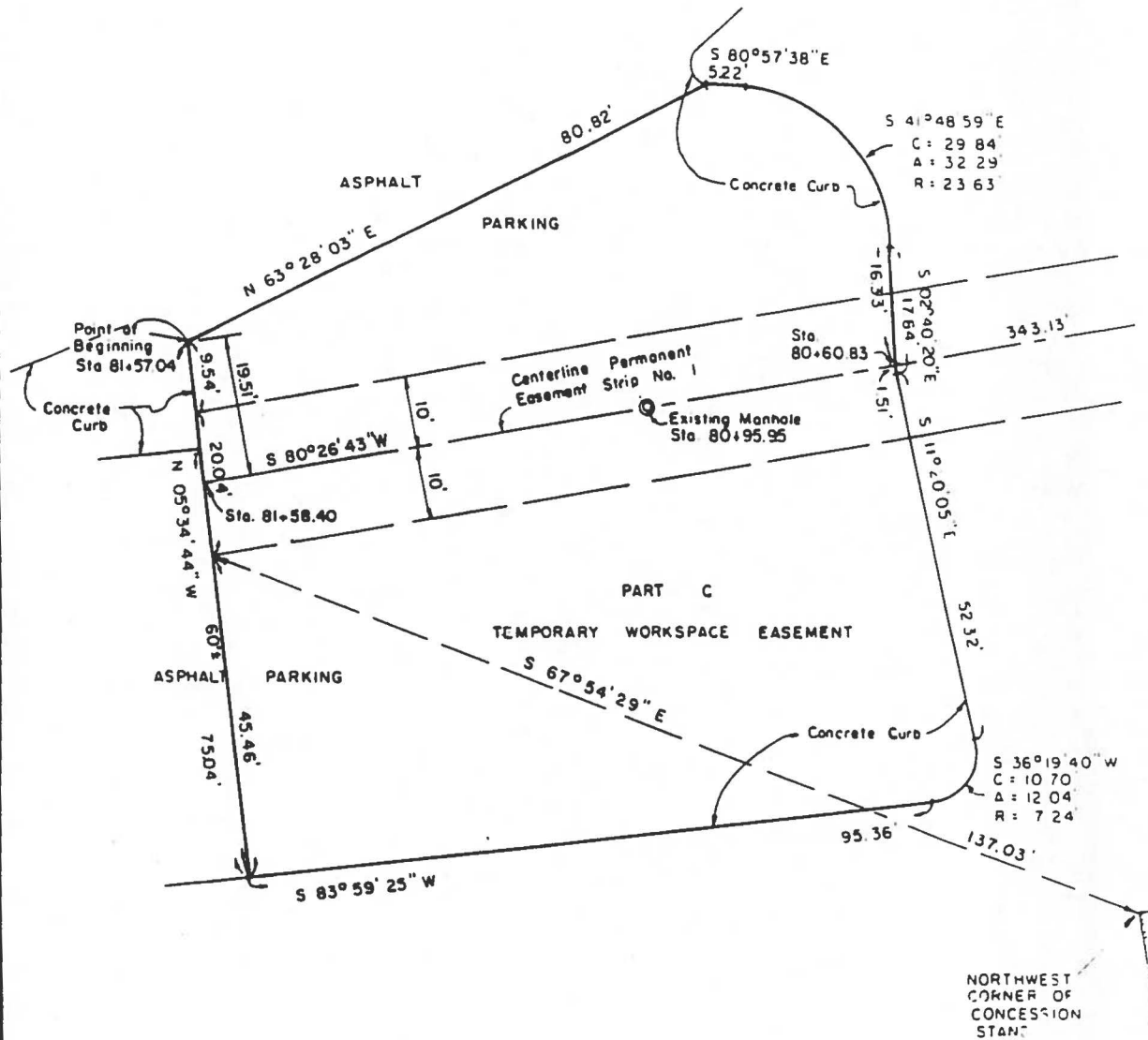
SOUTH AUSTIN

Job No.: 890101 / 920084
Drawn by: J. Martin / ML
Approved by: J. McGray
Fieldbook:
Page:



				McGRAY & McGRAY LAND SURVEYORS, INC. 3301 HANCOCK DRIVE #8 AUSTIN, TEXAS 78731 53 (512) 451-8581		Job No. 920084
				Drawn by ML		
				Approved by J. McGray		
				Fieldbook:		
				Page:		
No.	Revision	Date	By	TEMPORARY WORKSPACE		
				SOUTH AUSTIN		

SCALE 1" = 20'



				McGRAY & McGRAY LAND SURVEYORS, INC. 3301 HANCOCK DRIVE #8 AUSTIN, TEXAS 78731 [512] 451-8581	Job No. : 920084
					Drawn by : ML
					Approved by : J. McGray
No.	Revision	Date	By		Fieldbook :
TEMPORARY WORKSPACE EASEMENTS				54 SOUTH AUSTIN	Page :



MEMORANDUM

TO: Parks and Recreation Board

FROM: Michael J. Heitz, Acting Director
Parks and Recreation Department

DATE: June 16, 1992

SUBJECT: Rosewood Park
Replacement of existing deteriorated sewer line
25' wide sanitary sewer easement (7243 sf)
15' wide parallel temporary construction easement

The Department of Public Works and Transportation, on behalf of the Water and Wastewater Utility, has requested approval of a project that replaces an existing deteriorated sewer line that runs across part of Rosewood Park. The existing sewer was not recorded in an easement.

The construction of this sewer will take place in an open area and will not disturb any trees or significant vegetation.

I have reviewed this project and I am satisfied that there no feasible or prudent alternatives to using parkland and that all reasonable planning to minimize harm to parkland has been carried out.

Recommendation

I recommend approval of the project to replace an existing sewer line through part of Rosewood Park as described in the easements listed at (A) below subject to the conditions detailed at (B).

(A) Easements

1. 25' wide sanitary sewer easement (7243 sf)
2. 15' wide parallel temporary construction easement

(B) Conditions.

1. All construction shall comply with the requirements of the "Construction in Parks Guidelines" adopted by the Board, April 1990.

2. To ensure the safety of park users an 8' high security fence must be provided around the complete workspace areas.
3. The temporary construction easements shall terminate on June 30, 1995.
4. On completion of the project, restoration and revegetation shall be carried out to the specification and satisfaction of the Parks and Recreation Department. To ensure satisfactory revegetation and plant establishment, fiscal surety shall be provided prior to construction, to the value of the estimated cost of restoration (including maintenance for the period of plant establishment).



Michael J. Heitz, Acting Director
Parks and Recreation Department



MEMORANDUM

TO: Peter Marsh, Engineering Associate II
Parks and Recreation Department

FROM: Steve Sun, P.E., Engineer II
Project Management Division
Department of Public Works and Transportation

DATE: March 25, 1992

SUBJECT: Wastewater Easement and Temporary Construction Space Easement
Rosewood Park and Recreation Center
Wastewater Service Improvements to East Austin
CIP No. 439-237-6451

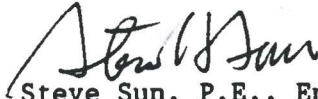
The Water and Wastewater Utility proposes to replace a deteriorated and under-sized 8" wastewater line in the Rosewood Park with a new 12" wastewater line. The alignment of this proposed wastewater line is generally parallel with the existing wastewater line located on the east edge of the park. No trees or landscaping features, except grass, will be disturbed by the construction of this project.

In addition, this alignment is further away from the ball fields and other park facilities, therefore construction of this wastewater line would not have impact on the regular park use. Existing wastewater services for the restrooms, park office and other facilities will be maintained by this new wastewater line.

We feel this alignment is the most reasonable and prudent alignment to replace the existing wastewater line while trying to maintain the wastewater services for the park facilities. The other option will place this wastewater on Chestnut Ave. and Pleasant Valley Road. This R.O.W. alignment will increase the construction cost substantially due to the additional trench cut of approximately 20' in depth. This alignment will also create traffic disruption on Chestnut Ave. and Pleasant Valley Road. The foremost disadvantage of this alignment is that the wastewater services for the park facilities could not be maintained after abandoning the existing deteriorated 8" wastewater line.

Peter Marsh
March 25, 1991
Page 2

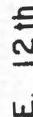
As this proposed wastewater line is located on the park land, we hereby request that you initiate the easement dedication process. Attached are construction drawings, and easement field notes and sketches as per your request. We appreciate your assistance regarding this subject. Should you need further information or have any questions regarding this project, please call me at 499-7232.



Steve Sun, P.E., Engineer II
Project Management Division
Department of Public Works and Transportation

SS:ah
4487

cc: Charles Samson, III
Gerald L. Martin
Junie Plummer





MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

City of Austin
25 Ft Wastewater Easement

Exhibit "A"

FIELD NOTES

FOR A 7243 SQUARE FOOT TRACT OF LAND OUT OF LOTS 1, 2 AND 3 ROSEWOOD VILLAGE SECTION FOUR, A SUBDIVISION IN THE CITY OF AUSTIN AND RECORDED IN BOOK 49, PAGE 76, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. HAVING BEEN CONVEYED TO THE CITY OF AUSTIN BY INSTRUMENT OF RECORD IN VOLUME 7752, PAGE 36, DEED RECORDS, TRAVIS COUNTY, TEXAS. SAID 7243 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, at the point of curvature on the south ROW line of Pleasant Valley Road and the north line of said Rosewood Village at the southeast corner of Chestnut Avenue and Pleasant Valley Road also being at the northwest corner of said lot 3;

THENCE, along a curve to the left with the south right-of-way line of Pleasant Valley Road having a radius of 484.51 feet, an arc length of 143.84 feet a central angle of 17°00'35", and a chord which bears S74°52'50"E, 143.31 feet to a point at the northwest corner of the herein described easement and being the true point of beginning;

THENCE, with said curve to the left with the south right-of-way of Pleasant Valley Road having a radius of 484.51 feet, and arc length of 23.03 feet, a central angle of 02°43'25", and a chord that bears S84°44'50"E, 23.03 feet to a point of reverse curve;

THENCE, along said curve to the right with the south right-of-way of Pleasant Valley Road having a radius of 781.66 feet, an arc length of 2.10 feet, a central angle of 00°09'14", and a chord that bears S86°01'55"E, 2.10 feet to a point at the northeast corner of the herein described easement;

THENCE, S10°57'10"W, 208.00 feet with the east line of the herein described easement, to a point;

THENCE, S78°27'21"W, 97.38 feet with the south line of the herein described easement to a point at the southwest corner of the herein described easement also being on the east right-of-way of Chestnut Avenue;

THENCE, N21°06'33"W, 25.35 feet with the east right-of-way of Chestnut Avenue to the westernmost corner of the herein described easement;

THENCE, N78°27'21"E, 84.89 feet with the north line of the herein described easement, to a point;

THENCE, N10°57'10"E, 189.05 feet with the west line of the herein described easement to the POINT OF BEGINNING and containing 7243 square feet of land.

STATE OF TEXAS §
COUNTY OF TRAVIS §

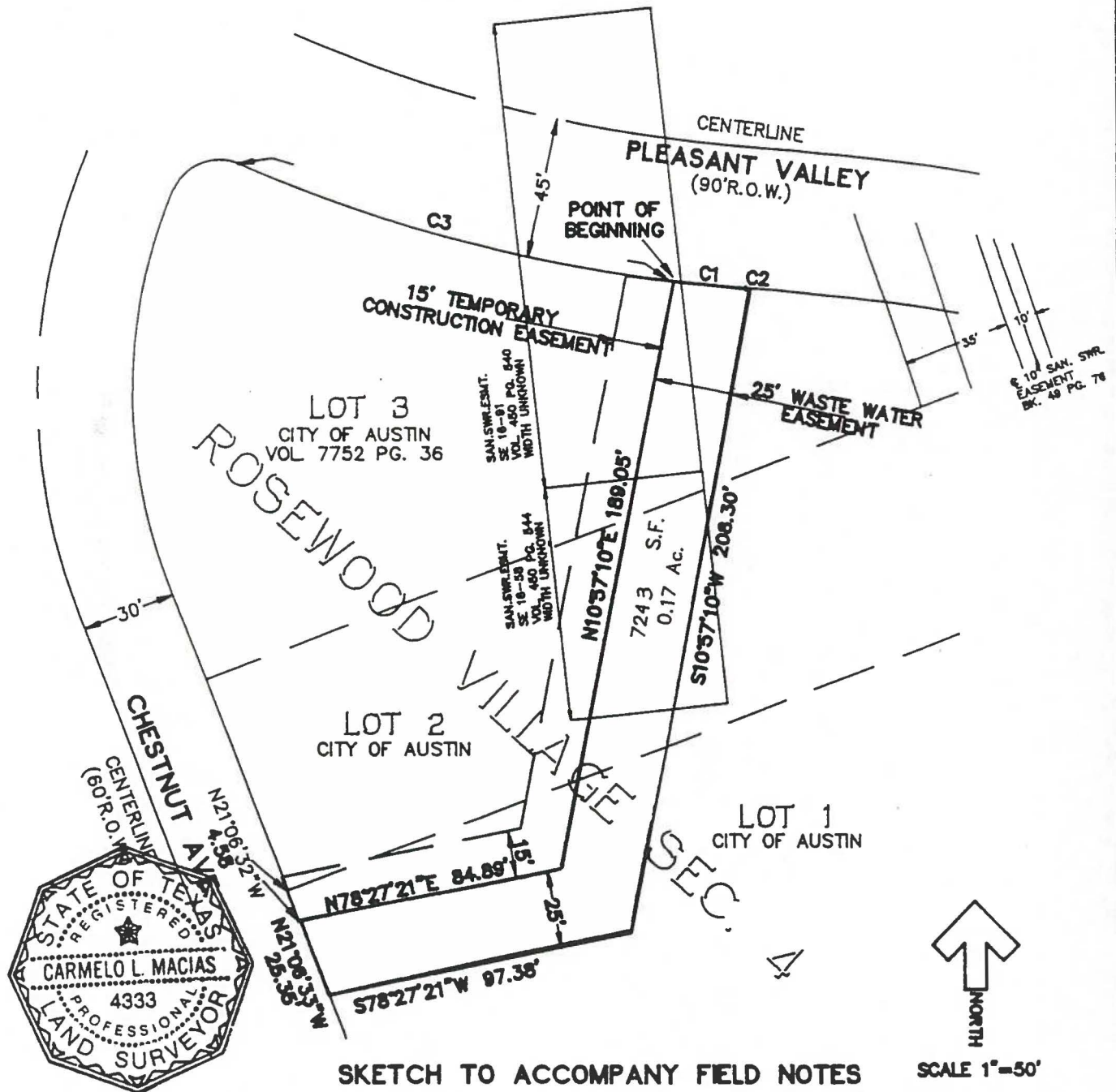
I HEREBY CERTIFY THAT THIS FIELD NOTE DESCRIPTION IS BASED ON FIELD WORK AND OFFICE RESEARCH CONDUCTED UNDER MY SUPERVISION.

Carmelo L. Macias Jan. 31, '92
CARMELO L. MACIAS, R.P.L.S., # 4333 DATE
MACIAS AND ASSOCIATES, INC.



25' WASTEWATER EASEMENT AND 15' TEMPORARY CONSTRUCTION EASEMENT

No.	Delta	Radius	Arc Length	BEARING
C1	02°43'25"	484.51	23.03	S84°44'50"E
C2	00°09'14"	781.66	2.10	S86°01'55"E
C3	17°00'35"	484.51	143.84	S74°52'50"E



SKETCH TO ACCOMPANY FIELD NOTES

SCALE 1"=50'

JOB# 870191 JAN. 29,1992 PLEASANT.DWG D.W.

Carmelo L. Macias 1-31-92
CARMELO L. MACIAS DATE

TOTAL AREA 7,243 S.F. = 0.17 ACRES



MACIAS & ASSOCIATES, INC.
LAND SURVEYORS

★ ★ ★ ★ ★ ★
Twin Towers 1106 Clayton, Suite 212E
Austin, Texas 78723 (512) 454-2150

SS-OK



RECEIVED

DEC 15 1989

ASSISTANT
CITY MANAGER'S OFFICE

MEMORANDUM

TO: Joe Lassaral Assistant City Manager

FROM: Raul Calderon, Assistant City Attorney

DATE: 12/15/89

SUBJECT: Use and Maintenance Agreement w/ Rodar Loev
(approved by Council 12/7/89)

Please find attached two original(s).

☒

Please sign ~~and date~~.

☐

Please execute a notarized signature.

☐

Please call my secretary, Martha Rucker, at 499-2163 for pickup.

☒

Please return to me.

☐

Please review and return your comments to me by _____.

Raul Calderon
Raul Calderon
Assistant City Attorney

RC:mr

Attachment

1 copy to
PARD

USE AND MAINTENANCE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the Cedar Door Bar desires to relocate its business to property (the "premises") generally bounded on the south by the Sand Beach Reserve and West First Street, on the west by South Lamar Boulevard and on the north by West Third Street; and

WHEREAS, Cedar Door desires access to West First Street through parking facilities located on the Sand Beach Reserve; and

WHEREAS, the City is agreeable to allowing the Cedar Door to use certain parking facilities for access provided the Cedar Door agrees to maintain the parking facilities and immediately adjacent areas;

NOW, THEREFORE, BE IT AGREED BY THE PARTIES:

1. This agreement is by and between the City of Austin, Texas a home-rule municipal corporation and Batco, Incorporated (Batco), a Texas corporation doing business as the Cedar Door Bar.
2. Batco shall have the right to use those parking facilities currently situated in the Sand Beach Reserve and more particularly outlined in the attached Exhibit "A" solely for the purposes of ingress and egress in the operation of its business on the premises.
3. As consideration for the rights and privileges granted herein, Batco agrees to maintain the above-described parking facilities and immediately adjacent areas in good condition and in a good state of repair, such maintenance to include daily litter pickup and removal, repair of holes, cracks or defective conditions of the parking facility inclusive of curbs and driveways, striping or marking of parking spaces, and the repair of all damage to the parking facility or the immediately adjacent areas due to or caused by the operators, employees, suppliers or patrons of Batco's business. Batco shall have no responsibility in the areas immediately adjacent to the parking facilities for mowing or trimming, for irrigation or irrigation system repair or for horticultural maintenance services. Any repairs/constructions must be approved in writing by City before they are undertaken.
4. Batco shall ~~have power to create a lien~~ against the parking facility and the immediately adjacent area and shall at all times maintain the parking facilities free from claims or assertions of liens for labor or materials used in connection with Batco's maintenance, repair, alteration or improvement of the parking facilities.
5. Batco shall have no right to deny use of the parking facilities to the general public and shall have no right to make any alterations to the parking facilities and the immediately adjacent areas without the express written approval of the City. No signs shall be placed on the parking facilities or the immediately adjacent areas unless expressly approved by the City in advance and in writing.

6. The City shall have the right to regulate traffic into and from the premises, which regulation may include limiting ingress and egress to one driveway. In the event that the City decides to erect any fencing between the Sand Beach Reserve and the premises, the City agrees to give notification to Batco and to hold a public hearing on the matter.

7. Batco shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner related to Batco's repair, maintenance or use of the parking facilities or the immediately adjacent areas. Batco shall specifically indemnify and hold the City harmless from any claims, costs or damages caused by Batco's operations and arising out of a claim that the City was negligent in entering into this agreement to facilitate such operations.

8. Prior to commencing its operation on the premises, Batco shall procure (and keep in effect at all times during the term of this agreement) liability insurance naming the City as an additional insured with a bodily injury limit in a minimum amount of \$500,000 per occurrence and with a property damage limit in a minimum amount of \$250,000 per occurrence. The minimum levels of insurance shall be subject to adjustment, as may be reasonably determined by the risk manager for the City. Batco shall provide a copy of policy to the City upon request.

9. The City Manager or her designee shall be authorized to administer this contract. No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either the City or Batco, whether in office as of, or subsequent to, the effective date of this Agreement, for any claim based upon this Agreement.

10. The City and Batco, respectively, bind themselves, their successors in interest, assigns and legal representatives to this Agreement. Batco shall not assign its interests herein without the prior express written approval of the City.

11. This Agreement constitutes the entire agreement between the parties hereto. Any prior agreement, assertion, statement, understanding, or other commitment antecedent hereto, whether written or oral, shall have no force or effect whatsoever; and no agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, shall have any legal force or effect whatsoever unless properly executed in writing and signed by the parties, and if appropriate, recorded as an addendum to, or amendment of, this Agreement.

12. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder shall remain in full force and effect, and each provision hereof shall be severable for this purpose.

13. All approvals, acceptances, and other actions by any party as contemplated herein shall not be unreasonably withheld.

14. All communications and notices between the parties under or with respect to this Agreement shall be deemed made and received on the earlier of the date delivered in person

or the third day following the date mailed, postage prepaid, certified mail, return receipt requested, to the parties and addresses (or to such other party or address as either party shall designate by notice as specified herein) set forth below.

15. In no event shall any failure of the City or Batco to insist upon strict compliance with the terms and conditions of this Agreement constitute or be construed to be a waiver by the City or Batco of any breach or default which may then or subsequently be committed by the City or Batco; and no such failure to act shall in any manner impair or prejudice any right, power, privilege, or remedy available to the City or to Batco to enforce its rights hereunder, which rights, power, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision without City Council approval.

16. All improvements constructed or permanently placed upon the parking facilities or the immediately adjacent area shall become the property of the City upon their construction or placement.

17. TERMINATION

A. Should either party hereto fail properly to fulfill its obligations under this Agreement in a timely manner, or violate any of the provisions of this Agreement, then the other party hereto shall notify the defaulting party of the specific violations. Except for the insurance requirements which shall remain in full force and effect at all times as required herein, the defaulting party shall have 30 days from receipt of such notice in which to cure any such violations. If the violations cannot reasonably be cured within such 30-day period, and the defaulting party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the parties may agree in writing to an extension of the period in which the violation must be cured. The City shall have the right to immediately and without notice terminate this agreement in the event insurance is cancelled, lapses or is otherwise not in effect.

B. If, however, the defaulting party has not cured the violation within the time specified in the written notice or any extension, the other party, at its sole option, shall have the right to terminate this Agreement by sending notice of termination to the defaulting party. This "Notice of Termination" shall be effective for all purposes three (3) days after such notice is deposited in the U.S. Mail, postage prepaid, and mailed Certified Mail, Return Receipt requested, or after hand delivery to the defaulting party's place of business. Upon any such termination, the City may take control and possession of the parking facilities without recourse by Batco, and thereupon the City shall assume all responsibility for the parking facilities.

18. The term of this agreement shall be for an initial three (3) year term, extendable year to year for up to an additional seven (7) years, and on such terms and conditions as may be favorable, necessary or required upon the annual written consent of both parties.

Executed this 14th day of December, 1989.

City of Austin

By: [Signature]

Its Assistant City Manager

Batco, Incorporated

By: [Signature]

Its President

Address:

City of Austin Parks and Recreation Department
Attention: Director
P.O. Box 1088
Austin, Texas 78767

Address:

Mr. Gus Koerner
2143 Barton Hills Drive
Austin, Texas 78704

Approved as to form

Raul G. Galtieri
Assistant City Attorney

12/15/77

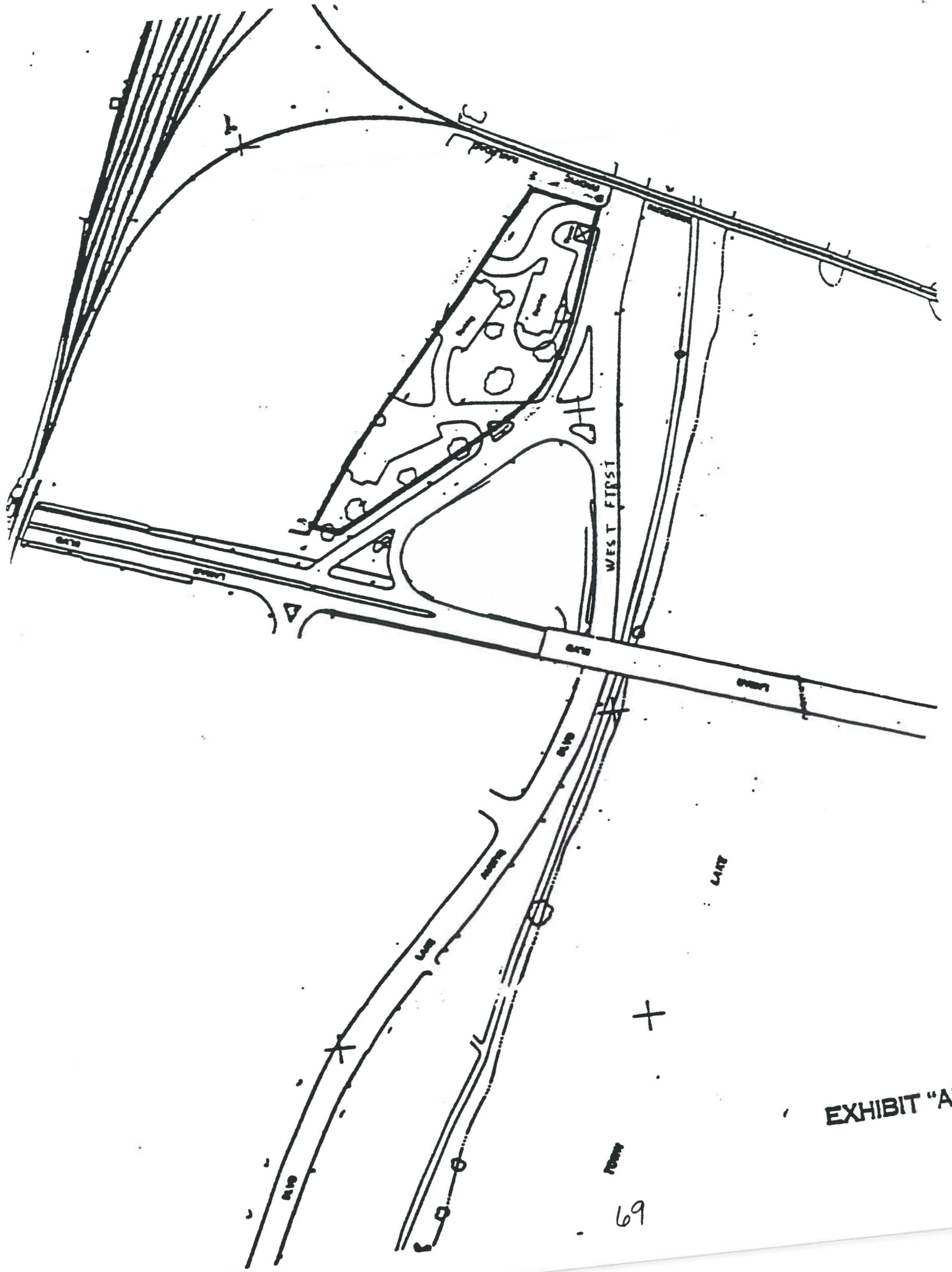


EXHIBIT "A"

CITY OF AUSTIN
BUDGET SCHEDULE, 1992-93

- ✓ April 8 City Council Worksession
 Topic: Financial Issue Paper
 Town Lake Center, 721 Barton Springs Road
 1:30-3:30 p.m.

- ✓ April 9 Public Hearing on FY 1992-93 Funding Requests
Wednesday City Council Chambers, 201 W. Second St.
 5 p.m.

- ✓ May Department Head Meetings with Boards & Commissions

- ✓ May 20 City Council Worksession
Wednesday Topic: Bond Program
 Town Lake Center, 721, Barton Springs Road
 1:30-3:30 p.m.

- ✓ June 3 City Council Worksession
Wednesday Topic: Bond Program
 Town Lake Center, 721 Barton Springs Road
 1:30-3:30 p.m.

- June 17 City Council Budget Worksession
Wednesday Topic: Draft Policy Budget
 Town Lake Center, 721 Barton Springs Road

- June 26 City Manager Presentation to Boards and Commissions
Friday Topic: Draft Policy Budget
 Town Lake Center, 721 Barton Springs Road

- July 9 Public Hearing: Operating and Capital Budget
Thursday City Council Chambers, 201 W. Second Street

- July 31 City Manager Presentation
Friday of the Proposed Budget to the Mayor and City Council

- August 4 City Manager Presentation
Tuesday of the Proposed Budget to Boards and Commissions

August 12 Wednesday	City Council Budget Worksession Town Lake Center, 721 Barton Springs Road 1:30-3:30 p.m.
August 19 Wednesday	City Council Budget Worksession Town Lake Center, 721 Barton Springs Road 1:30-3:30 p.m.
August 20 Thursday	City Council Budget Worksession 1:30-3:30 p.m.
September 2 Wednesday	City Council Budget Worksession Town Lake Center, 721 Barton Springs Road 1:30-3:30 p.m.
September 3 Thursday	City Council Public Hearing Topic: Proposed Budget, Operating and Capital City Council Chambers, 201 W. Second Street
September 4 Friday	City Council Budget Worksession Town Lake Center, 721 Barton Springs Road 9 a.m.
September 14 Monday	City Council Public Hearing Electric, Water & Wastewater Rates City Council Chambers, 201 W. Second Street 9 a.m.
September 15 Tuesday	City Council Meeting First Reading of the Budget City Council Chambers, 201 W. Second Street 1 p.m.
September 16 Wednesday	City Council Meeting Second Reading of the Budget City Council Chambers, 201 W. Second Street 1 p.m.
September 17 Thursday	City Council Meeting Third and Final Reading of the Budget City Council Chambers, 201 W. Second Street 1 p.m.

1992-93 CIP Schedule

June 1	Mon	Budget Office finalizes list of non-bond related projects for presentation to ACM's/City Manager
June 4	Thurs	Council approves bond ballot (1st and 2nd readings)
June 5	Fri	City Manager finalizes list of non-bond projects to be included in CIP Plan
June 10	Wed	Final Council approval of bond ballot (3rd reading)
June 17	Wed	Planning Commission CIP Subcommittee reviews Aviation and Hospital CIP Plans (not related to Bond Election)
June 18	Thurs	Document delivered to printer
June 23	Tues	CIP Plan Document presented to Planning Commission and distributed to all boards and commissions and interested citizens
June 24	Wed	Planning Commission CIP Subcommittee reviews CIP Plan with four departments
July 1	Wed	Planning Commission CIP Subcommittee reviews CIP Plan with four departments
July 7	Tues	Planning Commission holds Public Hearing and receives recommendations from boards and commissions
July 8	Wed	Planning Commission CIP Subcommittee reviews CIP Plan with remaining three departments and prepares recommendation to full Planning Commission
July 14	Tues	Planning Commission finalizes CIP Plan recommendation to Council
July 20	Mon	Planning Commission Approved CIP Plan delivered to printer
July 24	Fri	Finalize Capital Budget

Drawing: P:\481-009\planning\Organized Files By Section\Parkland\Parkland Exhibit_Sue Edwards_Mtg-2009-06-23-.dwg



PARKLAND EXHIBIT CALDERA MASTER PLANNED COMMUNITY

D&A Doucet & Associates, Inc.
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AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA